AMERICAN STATE PAPERS.

PUBLIC LANDS.

VOLUME VII.

AMERICAN STATE PAPERS.

DOCUMENTS

OF THE

CONGRESS OF THE UNITED STATES,

IN RELATION TO

THE PUBLIC LANDS,

FROM THE

FIRST SESSION OF THE TWENTY-THIRD TO THE SECOND SESSION OF THE TWENTY-THIRD CONGRESS,

COMMENCING APRIL 11, 1834, AND ENDING MARCH 3, 1835.

SELECTED AND EDITED, UNDER THE AUTHORITY OF CONGRESS,

BY

ASBURY DICKINS, SECRETARY OF THE SENATE,

AND

JOHN W. FORNEY, CLERK OF THE HOUSE OF REPRESENTATIVES.

VOLUME VII.

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AMERICAN STATE PAPERS.

PUBLIC LANDS.

23D CONGRESS.] No. 1230. [1ST SESSION.

IN RELATION TO THE LOCATION OF RESERVATIONS UNDER THE CHOCTAW TREATY OF THE 27TH OF SEPTEMBER, 1830.

COMMUNICATED TO THE SENATE APRIL 11, 1834.

DEPARTMENT OF WAR, *April* 8, 1834.

SIR: I have the honor to communicate a report from the Commissioner of Indian Affairs, with accompanying documents, containing the information called for by the resolutions of the Senate of the 3d of March, in relation to the location of reservations under the treaty with the Choctaws of September 27th, 1830.

I am, sir, very respectfully, your obedient servant,

LEWIS CASS.

Hon. MARTIN VAN BUREN, *President of the Senate.*

DEPARTMENT OF WAR, *Office Indian Affairs, April* 8, 1834.

SIR: In compliance with the first resolution of the Senate of the 3d ult., I have the honor to state that William Trahern, Esq., was appointed to locate the reservations for orphans under the 19th article of the treaty with the Choctaws of 27th September, 1830, and Col. George W. Martin to locate the other reservation granted in the same treaty. I transmit, herewith, copies of the instructions to these gentlemen, and of the correspondence between them and this department, and between this department and other persons, touching the locations of said reservations, and the manner in which the duties of these agents have been performed.

I also lay before you, in conformity with the second resolution of the Senate, "copies of the registers of the names of such Choctaw Indians as claim reservations of land under the 14th and 19th articles of said treaty," with the instructions given to the agents who prepared these registers.

All these papers have been copied in full, with the exception of some to Col. William Ward, in 1831, of which such passages have been omitted as related solely to the general business of his agency, and of three letters received from Mr. Gwinn and Col. Martin.

The letter of the first is dated June 20, 1833; those of the last, November 18th and 19th. Extracts of these only are given, as the other portions implicate the conduct of persons who are not officers of the government, nor responsible to this department.

I am, sir, very respectfully, your obedient servant, ELBERT HERRING.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *January* 7, 1834.

SIR: I have received your letter of December 6, and entirely approve of your general views concerning the execution of your duty in the location of the Choctaw reservations. I am aware that you must have many difficulties to encounter, but I am satisfied that you will meet them in a proper manner, and with a determination to comply with the laws and your instructions.

I have applied to the General Land Office to procure copies of the plats for you. The enclosed memorandum furnishes the answer.

As it appears to be out of the power of that officer to render you the necessary assistance, I have directed some of the topographical officers to prepare and forward to you copies of such plats as are in the General Land Office. As the others arrive they shall be copied and forwarded to you. I understand it is almost impracticable for the surveyor general to have copies prepared for you, in consequence of the pressure upon his office. Under these circumstances I must refer you to the plats of the respective land offices, till copies can be sent by this department. In the meantime, should you find it indispensably necessary, you are authorized to have such a general sketch prepared as you may find essential in the performance of your duty, if it can be effected for a small expenditure.

Very respectfully, &c., LEW. CASS.

To GEORGE W. MARTIN, Esq., *Columbus, Alabama.*

DEPARTMENT OF WAR, *January* 7, 1834.

SIR: I have the honor to enclose a copy of the opinion of the Attorney General on the question submitted by you, respecting the location of Choctaw reservations.

Very respectfully, &c.,

LEW. CASS.

To the Hon. WILLIAM S. ARCHER, *House of Representatives of the U. States.*

ATTORNEY GENERAL'S OFFICE, *December* 28, 1833.

SIR: I have looked into the supplement to the Choctaw treaty of the 28th September, 1830, upon which, as I understand, the question proposed to me in your communication of the 26th inst. arises; and I have the honor to submit the following opinion as the result of my reflections thereon.

The articles, both of the principal treaty and of the supplement, carefully provide, as a general rule, that the several reservations granted therein shall include the existing residences and improvements of the respective grantees. In particular instances, this general rule is departed from, but usually in such a manner as to indicate, very clearly, that each reservation, unless special provision to the contrary be expressly made, is to include, so far as it can, the premises actually improved by the party; reference being first had, agreeably to the decision already made by you, to his actual place of residence. Where the reservation is only of one section, or of a part of a section, there can be no difficulty in making the location upon this principle. And in accordance with it, I think that where the reservation exceeds a section, the excess beyond the section containing the dwelling house, ought to be so taken from a contiguous section as to include the other improvements, if any, possessed by the grantee at the date of the treaty; and if those improvements are on different sections, I think the excess ought to be taken from that section within which the greatest portion of the improvements shall have fallen. If the grantee had no improvements in his possession at the date of the treaty, except such as shall have fallen within the section containing his dwelling house, then I am of opinion that he may locate the excess beyond that section, in any contiguous section not otherwise appropriated.

I am, very respectfully, your obedient servant,

B. F. BUTLER.

The letter of Mr. Archer, referred to in your communication, is herewith returned.

To the Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, February* 3, 1834.

SIR: Juba B. Hancock has transmitted to this office papers to establish his claim to reservations for himself and two children, under the 14th article of the treaty of September 27, 1830. He states that he is a white man, married to a Choctaw woman, the mother of these children. That his son, William Mitchell, was twelve years old on the 1st day of September, 1830, and his daughter, Mary Melinda, was ten years old on the 14th February, 1830. That his name and theirs were registered by Col. Ward, in August, 1831, but the leaf on which they were registered was lost. This statement is supported by the affidavit of Giles Thompson and David Fulsom, and P. P. Pitchlynn, certifying that the claimant was, for many years prior to the treaty a citizen, and entitled to all the privileges of a citizen.

You are requested to inquire of Col. Ward whether these circumstances are truly stated, and if they are, you will locate a section for the father, and a half section for each of the children, and apprise the department of the result.

Very respectfully, &c.,

E. HERRING.

P. S. There is a third child, Caroline Delia, who is now about ten years of age, and of course entitled to a quarter section.

To Col. GEO. W. MARTIN, *Columbus, Alabama.*

WASHINGTON CITY, *February* 10, 1834.

SIR: Under the treaty of Dancing Rabbit Creek, George W. Harkins was entitled to two sections of land, the one to include his improvement, and the other to be a floating claim. A considerable time before the treaty Mr. Harkins had built and paid for a house on section 31 in township 16, range 1 east; and at that time said George W. Harkins had no other improvement in the nation, but resided with his mother. But as he did not *reside* on that section at the time of making the treaty, it was denied to him, and given to Vaughn Brashears, who was also entitled under the treaty to his own improvement, which was situated on the section next adjoining, on the south, to wit: section 6 in township 15, range 1 east, to which latter section the said Brashears had a rightful and proper claim.

As the treaty provides that, in all cases of doubt, the construction shall be in favor of the Indian claims, it is thought that as Harkins had no other residence or improvement of his own, that this must be the land to which, under the true meaning of the treaty, he is entitled.

It is therefore respectfully asked that a patent shall not issue to said Brashears, but that the case may be considered, and the title to said section 31 awarded to George W. Harkins.

I have the honor to be, your obedient servant,

GREENWOOD LEFLORE.

To the Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *February* 18, 1834.

SIR: The undersigned respectfully represents, that in many instances complaints have been made of the course pursued by the present locating agent of the Choctaws, granted to them by the treaty of Dancing Rabbit creek, and particularly with regard to the 14th article, the 19th article, and the supplemental treaty. He therefore prays that William Armstrong, whom he hereby recommends as a suitable person, may be appointed an agent to examine and adjust those claims, consisting of the claims of Capt. Red Dog, or Offehoma, and Capt. James Shields, these claims having been sold by the government: the claim of Capt. Shields was located by the locating agent; afterwards the location was set aside by said agent and the land sold, which it is believed was done in violation of the provisions of the treaty.

The case of Capt. Red Dog, or Offehoma, was never located, though fully embraced by the treaty. It is believed that injustice has been done in the case of David Coconona, who was entitled to one section of land under the 19th article of the treaty, to be governed by sectional lines, and half of which has been awarded to another person. The case of Consha is also a claim requiring examination, being secured to her under the 19th article; but of which she has been deprived by the act of the locating agent, by giving preference to a claimant under the 14th article of the treaty.

The claim of George W. Harkins, embraced in the supplemental treaty, is also one to which I would call the attention of the proper department, out of which has arisen a difficulty as to the construction which ought to be given to the phraseology in regard to residence and cultivation. The case of Capt. Minta is one precisely situated as that of Capt. Shield, before referred to. These claims it is sought to have re-examined and adjusted according to the true spirit and meaning of the treaty, and with particular instructions as to these cases, which have arisen under the several parts of the treaty above enumerated. I would respectfully suggest, if it be compatible with your sense of propriety, that the examining agent be clothed with power to decide upon any and all other controversies growing out of the action of the locating agent.

I have the honor to be, your obedient servant,

GREENWOOD LEFLORE.

The claims in the foregoing communication came under my personal knowledge, and the facts in relation to them are known to me. G. L.

To the Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *February* 19, 1834.

SIR: I have to acknowledge the receipt of your letter of the 18th instant, inquiring what knowledge, if any, Mr. Laud or myself has of the validity of the claim of John T. Harlan for reservation of land for himself and family, as members of the Choctaw tribe of Indians; and, in reply, I have to state for the information of your department, that at the date of the treaty of 1830, John T. Harlan was not a resident of the Choctaw country, having previously been ordered out of the nation by the United States' agent, Col. William Ward, for the crime of murder; nor was he or his family ever recognized as members of the Choctaw nation. He is a white man, and his wife a Cherokee, from which nation he ran away for a crime similar to that committed in the Choctaw country.

I have therefore no hesitation in saying that his claim is altogether unjust, fraudulent, and unworthy of your consideration.

I am, respectfully, your obedient servant,

GREENWOOD LEFLORE.

To ELBERT HERRING, Esq., *Indian Bureau.*

WASHINGTON CITY, *February* 19, 1834.

SIR: I have to state in reply to your enquiries addressed to Colonel Leflore and myself, respecting the validity of John T. Harlan's claim for reservations of land for himself and family, as members of the Choctaw tribe of Indians, that I have known said Harlan since 1829; and during the year 1830 he resided within half a mile of my plantation in Yazoo county, Mississippi, which, at that time, was not within the limits of the Choctaw country. He moved into the Choctaw nation in the spring of 1831, and settled on the place that he now claims as his residence and improvement. These facts I give you from my own personal knowledge, and am,

Very respectfully, your obedient servant,

CHARLES LAUD.

ELBERT HERRING, Esq., *Indian Bureau, War Department.*

WASHINGTON CITY, *February* 22, 1834.

SIR: I have read Colonel Leflore's letter to you of the 18th instant, praying for the appointment of a competent person to re-examine the claims of Capt. Red Dog, or Offehoma, Capt. James Shields, David Coconona, Consha, George W. Harkins, and Capt. Minta, to reservations of land under the treaty of Dancing Rabbit creek of 1830. The facts set forth in Col. Leflore's letter, respecting Capt. James Shields, David Coconona, Consha, and George W. Harkins, came under my own knowledge, and I know them to be true; and believe those set forth in relation to Capt. Red Dog, or Offehoma, and Capt. Minta, are also true, although they did not come so directly under my knowledge as the others.

I am, respectfully, your obedient servant,

CHARLES LAUD.

To the Honorable LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, March* 1, 1834.

SIR: Colonel Greenwood Leflore represents, in a letter to the Secretary of War, (a copy of which is herewith enclosed,) that, in several cases therein specified, errors have been committed, and consequent injustice done by the locating agent in his location of the Choctaw reservations under the treaty of Dancing Rabbit creek.

The agent has been instructed to report fully to the department the circumstances and proceedings in those respective cases for its decision; and, until that decision be communicated to you, I am instructed to request you to suspend all further proceedings in those cases.

Very respectfully, &c., ELBERT HERRING.

To ELIJAH HAYWARD, Esq., *Com. of the General Land Office.*

DEPARTMENT OF WAR, *Office Indian Affairs, March* 1, 1834.

SIR: A letter (a copy of which is enclosed) has been presented by Col. Greenwood Leflore to the Secretary of War, stating that in a variety of instances therein mentioned, errors have been committed, and injustice done by you as locating agent. I am therefore instructed to require you to report fully your proceedings therein, that, if error exist, or injustice has been done in any of them, the injury may be redressed. In the meantime, let there be a suspension of all further proceedings in those cases, until the final decision of the department shall be communicated to you.

Very respectfully, &c., ELBERT HERRING.

GEORGE W. MARTIN, Esq., *Columbus, Alabama.*

DEPARTMENT OF WAR, *March* 7, 1834.

SIR: Having, agreeably to your request, submitted to the Attorney General, the additional papers transmitted in your letter of January 21, I have now the honor to enclose a copy of the opinion of that officer upon the question presented to him.

Very respectfully, &c. LEW. CASS.

Hon. WILLIAM S. ARCHER, *House of Representatives, U. S.*

ATTORNEY GENERAL'S OFFICE, *February* 26, 1834.

SIR: I have examined the maps and other papers enclosed in your communication of the 28th ultimo, with the view of ascertaining whether the location applied for by Mr. Archer could be authorized consistently with the rules adopted by the War Department, and with those suggested by myself, in the opinion to which you refer. It appears from the statement of Mr. Archer that the improvement of Vaughn Brashears was in two sections, (31 and 6,) and he desires to locate the section and half reserved for said Brashears by taking part of sections 31, 6, 5, and 8. According to the rules above referred to, this cannot be done; but the entire reservation must be taken from numbers 31 and 6, the whole of that section in which the actual residence of Brashears was situated being first taken, and the residue of the reservation being located in the other section, and in such manner as to include the actual improvement of Brashears.

The papers are herewith returned.

I am, sir, very respectfully, your obedient servant, B. F. BUTLER.

To the Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office of Indian Affairs, December* 17, 1833.

SIR: In answer to your letter of the 19th ult., to the Secretary of War, relative to the mode of locating the reservations for Delila and her children, Peggy Trahern and her children, and the widows of Pushmitaha and Puck-tshe-nubbee and their children, I am instructed to say that you will locate in one body those sections intended for Delila and her children; and in one other body those for Peggy Trahern and her children; and in like manner with the other two widows. And in selecting the land for them, you will take neither the best nor the worst, but that which is of good average quality, fit for cultivation and improvement.

Very respectfully, &c., ELBERT HERRING.

To Mr. G. W. MARTIN, *Columbus, Mississippi.*

COLUMBUS, *December* 6, 1833.

SIR: The land sales are just brought to a close in this district for the present.

I have succeeded in registering and reserving such claims as have been presented and are entitled to be located, taking the register made by Major F. W. Armstrong, and the treaty, and also the citizen register, which I found in the possession of W. W. Ward, the former agent, for my guide.

If you recollect, I said to you, in a former letter, that I should, in all cases, require of the reservee applicant to make a true representation of the facts on filing his application; that on his failing so to do, and claiming lands to which he or they were not justly entitled under the treaty, he might hazard, and in all probability would lose, the land to which he was entitled; that if I found there had been any such fraudulent attempt, by making a wrong location designed to cover better land with the reserve, I should, on discovering the fraud, raise the reserve thus improperly located, and have the land sold. Under this rule I raised a reserve which had been made and designated on the map, for a section of land on the first week of the sales. The particulars of the case are these: an individual representing Capt. James Shields, one of the reservees, did, through a fraudulent design, procure a location of a section of land, which section did not include the residence, &c., of said reservee, as required by the 19th article of the treaty, but knowingly, and with fraudulent design, presented his claim as laying on a section of much better quality; saying, as I was informed and believe, that, before the mistake could be discovered and remedied, he would be able to buy the land should the fraud ever be discovered. In this, however, he was mistaken, as one of the deputy surveyors who surveyed the land, and knew on what section the house and improvement of Capt. Shields properly belonged, came forward and certified to the fact, that the location was marked on the map as a reserve, did not embrace the house and improvement of said Shields; leaving no shadow of doubt as to the fraud. In consequence of which, I felt myself bound from the position I had first taken, and the more fully to protect the interests of the government by putting a stop to the mighty scheme of fraud which I believed, in all probability, was in contemplation to the prejudice of the interest of government. Consequently, I directed Major Dowsing, the register, to erase the marks designating the reserve on the map, likewise, to offer the land for sale as other public lands, which was done; and, by this act, I feel confident I have put a stop to that mode of fraud more finally than by any other course that possibly could have been adopted. However, there was a similar fraud attempted on the lands on which the mission house Mayhew is established, which also proved abortive, (this was the most glaring attempt at fraud I ever knew,) and those lands, &c., brought the government a good price. The checking of these frauds has caused me some frowns, and perhaps threats of the designing ones, but I value them not a pin. I have undertaken this important trust, and, although at a great sacrifice, I will do my endeavors to bring it to a close in a proper manner, as far as my feeble abilities will permit. I have been, and yet am, much embarrassed in progress of this business for the want of the necessary maps. I have never been furnished, as seemed contemplated by the department, with the first map. Consequently, I have had to ride like a post-boy from Chocchuma to this place, say four times in the last two or three months, at least one thousand miles through a wilderness, having, in part, to pack my provisions, and sometimes compelled to sleep in the woods. I wrote the surveyor general on receipt of your favor of July last, and sent him an extract of the letter from the department, but he did not seem to me to understand that he was to furnish me with any maps, nor has he ever done so. I have located the claims which lay in that section of that nation which he has offered for sale, (which, by the by, is but a small part;) and there is no maps as yet furnished of the balance, or any part thereof. What am I to do? It will be an endless job for me to wait and attend the sales of lands as they may hereafter be offered for sale. Would it not be better that I should be furnished with copies of maps in all cases, as soon as they can be made out after the surveys done, by which means the locating of the claims might be brought to a more speedy close. Mr. Hayward, in his reply to the War Department, calling on the surveyors for maps for my use, said, in answer, that the locating agent under former treaties had had reference to the maps in the district land office. There would be no objection to this mode as regards any treaty made prior to the treaty at Dancing Rabbit creek, as there never has been, as I believe, one-hundredth part of the claim to locate, and that, too, at a round of some seven to nine hundred miles, to include the four offices in this State; and God only knows how far it is, *or may be*, to include the one in Alabama, as I am uninformed at what place the Indian lands in that State will likely be sold. There are a great many reserves in that part of the Choctaw nation; these lands have been surveyed some time since, and it would be but trifling for the surveyor general to furnish me with the maps; thus I might locate the claims there belonging to the Indians under the treaty, as well as also the surveyor general of this State. It would be a much more speedy and convenient mode of transacting this business, to be furnished with the maps, which would enable me to close the business, and bring it to a termination as shortly after the surveys are completed as practicable; otherwise, it will be utterly out of my power to continue in the office. I have a large family, and but just settled in a new country; my lands yet to improve, and put in a state for cultivation, requiring much more labor and attention—all of which require my personal and strict attention. I have thirty-five to forty in family, and a disproportion of laborers; consequently, creating a responsibility on me and my time paramount to all other considerations. It may be proper here to state, that the department may be fully advised of all things touching my official acts, as well as things touching my office, as far as practicable. There have been many spurious efforts to pass false claims through my office, hoping, thereby, to procure land to which they, from the treaty and the register, seem not to be entitled. I have ever met such pretence with promptness and decision; of course to the discomfiture of the designing; and I am sorry to say, that many of these groundless claims were presented at my office with much address, and urged on me with great earnestness, by a *gentleman*, (much honored by the citizens of this State,) and who ever took occasion to admonish me that, should his *claims* be rejected by me, they should be presented to a higher tribunal; leaving me to infer he would bring all such before Congress, or, perhaps, first the War Department: should they fail at the department, thence to Congress, &c. Should this effort at fraud be persevered in, it is possible it may be effectual at Washington, procuring there what could not be allowed here. Should it be so, I have one consolation—my skirts are clear.

I have the honor to be, &c.,

G. W. MARTIN.

Hon. LEWIS CASS.

P. S.—Should you wish to confer with any one who has been present during the sales at Chocchuma, I cite you to Judge Black, Senator from this State, Mr. John Bell and Mr. Dickinson, from Tennessee.

DEPARTMENT OF WAR, *November* 1, 1833.

SIR: I have received your letter of the 10th ultimo, and, in answer, have to inform you that it has already been decided that, in locating the reservations granted by the Choctaw treaty, when a section is granted, an entire surveyed section must be taken. When a half section is granted, the surveyed half of an entire section must be taken, and so with a quarter section. It is not conceived that any well-founded doubt can exist upon this subject, and the locating agent has been directed to execute his duties accordingly.

A copy of Mr. Felder's letter has been transmitted to Colonel Martin, to whom I refer you for further information respecting it.

Very respectfully, &c., LEWIS CASS.

To THOMAS D. WOOLDRIDGE, *Lowndes County, Mississippi.*

DEPARTMENT OF WAR, *Office Indian Affairs, November* 1, 1833.

SIR: Your letter of the 29th September last, addressed to the Secretary of War, has been referred to this office, and, in reply, I have to state that your name is among the number returned by the agent as having signified their intention to become citizens of the United States within the period stipulated in the treaty.

The whole duty of locating the reservations under the Choctaw treaty has been confided to G. W. Martin, Esq., and copies of the registers have been forwarded to him. You can therefore obtain all the information you desire on application to him.

The name of Anthony Pariss appears on the register, and it is supposed he is the person to whom you allude.

Very respectfully, &c., ELBERT HERRING.

To Mr. JACOB DANIEL, *Daniel's Prairie, Alabama.*

Extract of a letter from Samuel Gwin to the Secretary of War, dated at

CHOCCHUMA LAND OFFICE, *November* 8, 1833.

"The agent for locating Indian claims is now at Columbus attending to his duties, before the land sales come on at that place. He has completed all those in this district, but will not, as he informed me, make a report for some time, as he believed he had made reservations that were not contemplated by the treaty; and that he might have further time to examine and do justice to the claimants, as well as to the United States, he reserved the land from sale, but will at a future period examine the claims more minutely, and make a final decision. This course was deemed best, as it gave every opportunity to the Indian to make up his case.

"I would suggest to you the propriety of not acting on any claims until you have first heard from Col. Martin, the locating agent; and I would also suggest the propriety of ordering Col. Martin to Washington during the next session, as there is no doubt but what an attempt will be made to have allowances made to Indians for pretended claims under the treaty, that have no existence in fact. I only suggest the above for the information of the department and the President; and would refer you to the honorable Messrs. Bell and Dickinson, of Tennessee, now here."

COLUMBUS, *November* 8, 1833.

SIR: I arrived here this morning at 8 o'clock, having left Chocchuma on Tuesday night, 5th instant, having closed the business in that district at present; having, as I believe, located all claims as I believe justly entitled under the treaty, (when found on the register furnished me as my guide, &c.,) except, perhaps, some floating claims, which possibly may be held up by owner. I am happy to have it in my power to say that I believe I shall have the same success here from the great number of claims already located in this district.

I left Chocchuma on Tuesday, in the second week of the sale of the public lands. As I am extremely pressed with business at this moment, I shall write to the department again in a short time more fully, and after progressing further with matters here. I am happy to say to you I am in possession of the registers sent me from Washington. I received them on the 18th of October by an express from this place. Your esteemed favor of the 27th of September came to hand on the 18th of October, with regard to all of which I will write you more fully in a few days.

I have, &c., GEO. W. MARTIN.

Hon. LEWIS CASS, *Washington.*

P. S. The registers I received from Washington are deficient as regards the citizens or five years' claims, as I find no such claims alluded to in any part of said registers. These claims are under the 14th article of the treaty. If there is any such register, I should like to know it. There are many complaints of the defects of the one furnished by Col. Ward.

Respectfully, G. W. M.

Extract of a letter from George W. Martin to Secretary of War, dated

COLUMBUS, *November* 19, 1833.

"I am as yet uninstructed in what manner the department will direct that clause of the treaty in which there is 960 acres of land allowed to Delila and her five children, and also to Peggy Trahern and

her children, and to the widow of Pucktshe-nubbee, &c. I say I am uninstructed how these claims shall be located; that is, shall they be located on lands selected by me or by themselves? shall they be located in quarter sections, or in one entire tract? I am desirous to hear from the department, and know in what manner I am to view these claims."

DEPARTMENT OF WAR, *Office of Indian Affairs, October* 2, 1833.

SIR: In reply to your letter of the 14th ult., I would observe that copies of all the documents in this office which can facilitate Mr. Martin in locating the Choctaw reservations, had been forwarded to him previously to the receipt of your letter. Suitable instructions, growing out of the circumstances in which he is placed, have also been communicated to him.

Very respectfully, &c., ELBERT HERRING.

To Capt. W. ARMSTRONG, *Choctaw Agency, Mississippi.*

N. E. LAND DISTRICT, *Mississippi, October* 3, 1833.

SIR: I presume that Col. George W. Martin has apprised you of the course which he has taken in relation to the location of Indian reserves, viz: the appointing of an acting agent at each land office for the purpose of registering Indian reserves; and, inasmuch as he has conferred the appointment on *me* for this district, I feel it my duty to consult you upon such subjects as are presented to me, about which I may be difficultied. The case which I wish to present to you is the following:

Col. David Folsom (a half-breed Choctaw), has purchased an Indian reserve of three-quarters of a section; he has also purchased another reserve of one-quarter section, making a whole section. Both of those Indians lived on the same section on which was a missionary establishment, where the Rev. Mr. Byington resided, and at present resides. The buildings and improvements are pretty good. The colonel has applied to me to register his two reserves, covering that establishment. I have not thought proper to comply with his wishes, and he says he will contend.

You will please give me *specific* instructions in reference to this subject as soon as practicable. It is also in contemplation by a certain gentleman, I am informed, to sweep Mayhew in the same, or nearly in the same manner.

I entertain but little doubt of being able to register all the reserves within this district before the sales of the land.

You are aware of the importance of an early reponse to this, without a suggestion on my part.

Your obedient servant,

WM. DOWSING, *Register.*

Hon. ELIJAH HAYWARD, *Commissioner General Land Office, Washington City.*

MISSISSIPPI, *Lowndes County, October* 10, 1833.

DEAR SIR: I am requested to write you as agent for John McGilry and Taner McGilbry, who have taken citizenship as Choctaws under the provisions of the treaty of Dancing Rabbit creek, agreeable to the fourteenth article of said treaty. Application was made through me to Mr. Dowsing, who is acting as agent for locating reservations of said treaty: the location was wished by the Indians to adjoin the parent by a connection of one-half mile, and connect one on the other in that way throughout. This was objected by the acting agent as contrary to his instructions from the principal agent, Col. Martin.

I have consulted several men, learned in law, who give it as their opinion that they were entitled to run their land in any way so as to adjoin the location of the parent. Is there any doubt as regards this location? If there is, is it not a well-founded doubt on the part of the Choctaws? I will refer you to that clause of the treaty where it is expressed, "that where any well-founded doubt arises as to the construction of the treaty, the most favorable shall be given to the Choctaw:" this does certainly give the right claimed by the Choctaws. If you are not the proper officer of the government that should be applied to on this subject for information, will you be so good as to lay this statement before them for instructions, and forward them to me as soon as possible.

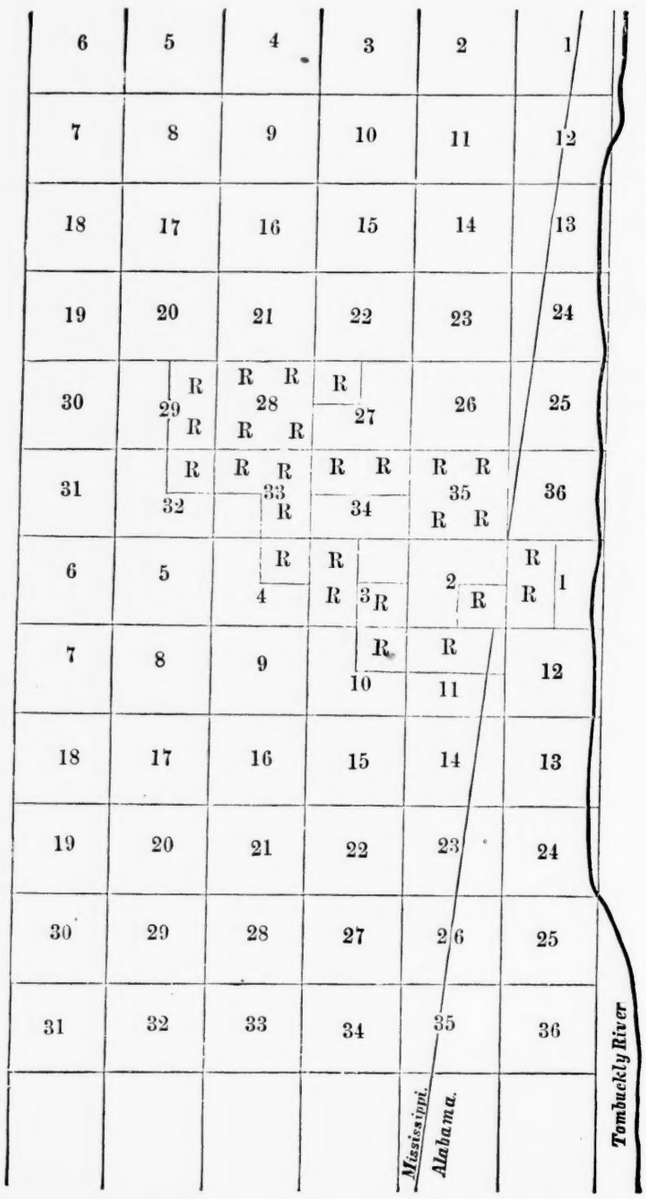
There are a few settlers that have settled on this land, who are endeavoring to prejudice the government against the Indians and their rights. It is understood by the Indians that one of them, *Gabriel Felder*, has written a remonstrance to your department against their locating their lands agreeable to the most favorable construction of said treaty, adding that it was only advantageous to a speculator. If this is the case, I can assure you it is without foundation, and should take it as a singular favor to be furnished with a copy of that letter. I have no fears that such would go to the prejudice of the Indians, as I have every confidence that ample justice will be dealt out to those unfortunate people; and that, as regards the location, no speculator will be benefited or injured. In that event be so good as to advise me on this subject as early as possible. There appears to be one more difficulty in this location: the State line betwen Alabama and Mississippi running through the improvements, a part is wanted on each side, which we wish to be advised on. I hope that Mr. Felder will not be countenanced in his nullification notions, who not only wishes to nullify the laws and treaty, but the rights of those unfortunate Indians. The Indians urge me to press on you for a construction of the treaty, and to advise them, through me, as soon as possible, as they wish to know before the lands are sold.

I am yours, &c.,

THOMAS D. WOOLDRIDGE.

Hon. LEWIS CASS, *Secretary of War.*

P. S. Enclosed you have a map of the land wanted: they are all entitled to six sections and a half of land, including Gordon McGilbry's claim. Those marked R is the land claimed by the McGilbry's: those marked R embrace all the improvements owned by the whole of them. Please direct your letter to Pickensville, Alabama.



Section 28, and northwest ¼ of 27, and northeast ¼ of 23, is wanted for Turner McGilbry, and two children under ten years of age. Section 35 and west half of section 34, for Gordon, and two children under ten years of age.

Fractional ½ section 1 in Alabama, southwest ¼ of section 2, north half 11, northeast ¼ of 10, southeast ¼ of 3, and west ½ of 3, northeast ¼ of 4, east half of 33, and northwest ¼ of 33, northeast ¼ of 32, and southeast ¼ of 29, for John McGilbry, and four children over ten years of age, and two under.

You will see by the map that it is nearly in a body. It would be an extremely hard case to confine them to the river and river swamps. We think they are entitled to the location as laid down by the treaty, and Col. Trahern, who was locating a few days since orphan claims, gave it as his opinion that they were entitled to those lands, and respected their claims.

Yours, respectfully, THOMAS D. WOOLDRIDGE.

DEPARTMENT OF WAR, *October* 11, 1833.

SIR: I have received your letter of the 15th and 22d ultimo, together with a printed notice enclosed in the former.

I perceive the embarrassments under which you labor, and am satisfied you will proceed in the execution of your duty in the best manner the means of information in your power will permit. You doubtless, ere this, have received a copy of the register prepared by Major Armstrong. This will furnish you

with an authentic list of all the claims to which any of the Choctaws are entitled, and you will be guided by it and by the treaty in making the locations. I perceive you have selected certain persons to aid you in the receipt of applications. The full effect you mean to give to these applications, I do not understand. I presume, however, it is merely to guide you in reserving from sale the proper tracts. You will, under no circumstances, allow a reservation to a person whose right is not recognized in the register of claims prepared by Major Armstrong, or by name in the treaty. If, however, you should find that this mode of receiving claims would aid you in the execution, you are at liberty to pursue it, taking care that a very small compensation is promised to the persons employed, as their labor must be comparatively trifling.

There are three modes of location pointed out by the treaty: one is specific, depending on the situation of the improvement annexed to it, and will require no direction in fixing it. Another is at the option of the reservee—and here of course you must be guided by his own choice. And a third is general, and confided entirely to you.

With respect to the latter, you will observe that the President desires to fulfill the stipulations of the treaty in a spirit of justice and good faith to the Indians. He neither wishes all the valuable tracts to be selected for the Indians which give value to the country, nor such ones assigned to them as are unfit for cultivation. Wherever you have a discretion in the location, let the tracts selected be of the average quality of the country, and such as are fit for all farming purposes, and upon which the Indians can obtain a proper support. Let no white man interfere with you in these locations. Receive no representations from any one. Any conveyances made by the Indians are as yet wholly void, and the President does not recognize the right of a single person claiming lands in the Choctaw country under a deed or conveyance from any Indian.

The representation of the Indians themselves, you are at liberty to receive, and it is proper they should be received; but act for yourself, after you have procured all necessary information.

You will consider that clause in your instructions of the 26th of June, which requires you to establish permanent marks upon each reservation, as applicable only to the plans of surveys, and not to the tracts of land themselves.

By entering the name of each reservee upon his location, the object of that provision will be attained.

It is important that the Indian reservations should be brought as much together as possible, and you will not lose sight of this object. If too much scattered, the Indians will be exposed to great inconveniences. Whereas, by living in the same neighborhoods, they can be better protected in their rights and secured from injuries. Let, therefore, no individual reservations, in the locations of which you can exercise a discretion, be made apart from others.

By the treaty, persons entitled to reservations in consequence of improvements are to locate them upon the legal subdivisions which contain their dwelling-houses. If two or more persons occupy dwelling-houses upon the same tract, let them make an amicable arrangement for preference, if they are willing to do so. If this cannot be done, let the tract be assigned to the oldest settler, where the fact can be determined. Where it cannot, you must draw lots for choice.

I have read your printed notice, and do not see any thing objectionable in the course you have marked out. Your views will of course be limited by these instructions.

On inquiry, I find you had been advised by a letter of July 1, 1833, that it was not in the power of the General Land Office to furnish you with plats in time for the locations, and that you had been referred to the surveyor general to procure them. I trust that you have been supplied ere this with all the requisite information on the subject.

I am, &c., LEWIS CASS.

To Col. George W. Martin, *Chocchuma, Mississippi.*

Columbus, *October* 12, 1833.

Sir: According to instructions received from the Office of Indian Affairs, I have completed the locations of the orphan children of the Choctaw nation in the northwestern and northeastern land districts; the time being too short to accomplish the whole of the orphan claims before the ensuing sales at the different land offices. Therefore, in the southeastern district, I have not made any selections, but will do so as soon as practicable.

I have the honor to be, very respectfully, your obedient servant,

WILLIAM TRAHERN, *Agent Choctaw Orphan Children.*

Honorable Lewis Cass, *Secretary of War.*

Department of War, *October* 22, 1833.

Sir: Your letter of the 3d instant to the Commissioner of the General Land Office has been referred to this department.

The Choctaw treaty provides that the reservations granted to the Indians on account of improvements should be so located as to include the dwelling-houses of the grantees. If, therefore, the dwelling-houses of the persons to whom you refer are situated upon such legal subdivisions as embrace any portion of the missionary improvements, there is no authority in the treaty to prevent them from holding the same. No exceptions are made in favor of any one. But you have nothing to do with assignees. You will recognize no person in the execution of this business except it is the grantee himself, or some other Indian acting bona fide for him. The principles of the location are distinctly stated in the instructions to Col. Martin.

Very respectfully, &c., LEWIS CASS.

To William Dowsing, Esq., *Register, &c., N. E. Land District, Columbus, Mississippi.*

DEPARTMENT OF WAR, *September* 3, 1833.

SIR: I have received your letter of the 9th ult., suggesting for consideration and decision several questions connected with the execution of your duty in locating the reservations granted by the Choctaw treaty. I have submitted the matter to the President, and his views I now communicate to you.

1st. Where there is more than one occupant upon an improvement within the same legal subdivision, the rule of preference suggested by you seems to be a just one. Let the person whose improvement is the oldest, if that fact can be ascertained, receive the tract, and let the reservations of the others be located as near as may be upon such of the adjacent land as may be fit for cultivation. But if the fact of the priority of settlement cannot be satisfactorily ascertained, then let lots be drawn for the tract containing the improvement, and let the location of the others be fixed as already directed.

2d. In locating the reservations of children which are to adjoin the tracts of their parents, it is not necessary that the reservations of a parent and child should adjoin each other along the whole extent of one of their lines. It is sufficient that they actually adjoin, whether upon the corners or the sides.

3d. Where a dwelling-house, with a portion of the improvement, is in one legal subdivision, and the residue of the improvement in another, the tract containing the dwelling-house must be located for the claimant. This case is expressly provided for in the treaty, and it is impossible for the President to give any other directions.

4th. Whether the tract upon which the dwelling-house is situated be valuable or not, there is no power to assign to the occupant any other land. The treaty itself has laid down the rule, and there can be no departure from it.

It is to be regretted that Col. Leflore, or any other Choctaw, has taken up impressions that it is competent for the Executive so essentially to vary the stipulations of the treaty as would be necessary to make the changes in the third and fourth questions you have proposed. The language of the treaty is plain and explicit, and nothing is left for the Executive but to carry it into effect. While the President is determined faithfully to extend to the Indians all the advantages it promises them, he is determined also to adhere to the arrangement which both parties, with a full knowledge of the subject, have made.

5th. All streams which, by the return of the surveyors, make fractional sections and subdivisions, will be considered as making fractions in all cases of Indian locations. Where the stream is not of such size as to make fractions for the purpose of sale, it will not make them in the case of Indian location.

6th. You inquire what is to be done in those cases where the reservees have left the country? I answer, let the locations be made in all cases agreeably to the terms of the treaty, and to the return made by Major Armstrong, and now in your possession, of the persons entitled to tracts of land.

Those persons who decline accepting the land, and claim the other benefits secured by the treaty, will have the right of so doing when application is made to them. Some evidence of their relinquishment is necessary, and when the location is made, the proper agent will be directed to ascertain the determination of such, and to provide for them the land or its equivalent.

7th. The business of locating the reserves for the orphans has been committed to Mr. Trahern, and it is therefore unnecessary to give you any instructions respecting it.

By inserting upon each subdivision in the several township maps the name of the person to whom it is assigned, and by returning duplicate lists, one to the surveyor general, and one to this department, showing the names of each person, and by describing the tract by its proper number in its township, range and section, I think the several reservations will be sufficiently identified.

8th. When a reservation is to include three-quarter sections, it is the opinion of the President that these three quarters must lie in the same section.

I see no objection to the suggestion you make respecting the mode of locating claims not fixed by the treaty, where the persons entitled have the right of selection, and where more than one apply for the same tract. Let the claim be determined by lot. I observe, however, that there are very few of these cases. In general, where the location is not fixed, it does not depend upon the choice of the claimant, but upon your discretion.

I am aware the subject committed to you is difficult and important, but I rely upon your zeal and exertions to accomplish in a manner best calculated to promote the welfare of the Indians, and the proper interest of the government. Make the locations where you think right. Do not suffer yourself to be influenced by the applications or importunities of white persons. The government recognize no sale which has been made, nor will they until the locations are completed, and a system adopted and made public for protecting the Indians and their conveyances, and of insuring to them a just consideration for their property. Arrange your business, therefore, with the Indians alone.

I am apprehensive that there will not be time for you to complete this before the arrival of the time fixed for the public surveys. In that event, you will please to give notice to the proper registers and receivers, and they will be instructed to postpone the sale to such a period as you may consider necessary. It is to be hoped, however, the districts can be designated, the sales of which may go on without interfering with the Indian locations.

Very respectfully, &c., LEWIS CASS.

To Col. GEORGE W. MARTIN, *near Tuscaloosa, Washington county, Mississippi.*

CHOCTAW AGENCY, *September* 11, 1833.

SIR: I am at this place, in discharge of the duties as agent for locating the reservations made at the treaty at Dancing Rabbit creek; and have made application for copies of the registers of said reserves, (as per instructions of the War Department,) preparatory to locating the same.

But I am much disappointed in not being able to procure such copies and information as seems to have been anticipated by the department. Col. Ward says there are no entire and perfect copies of the registers of reservations retained here, and advised me to apply to the department, &c.

I shall procure such papers here as may enable me to proceed in the locating, but I am certain the work cannot be done in a complete and perfect manner, unless I am furnished with a more full register, as the one here is incomplete.

I wrote the department, requiring further instructions, on the 9th of August; I am also desirous to hear from the department, and the several interrogatories therein mentioned.

I am, very respectfully, your obedient servant,

GEORGE W. MARTIN.

The Hon. LEWIS CASS, *Secretary of War, Washington City.*

N. B. The register here has been torn, and is extremely imperfect, as I am informed and believe.

G. W. M.

CHOCTAW AGENCY, *September 11th*, 1833.

SIR: I have just returned from the lower district, and find here Mr. Martin, the agent selected to locate the land claims under the late treaty with the Choctaws. Mr. Martin has shown me his instructions, in which he is directed to apply to me and Col. Ward for a copy of the register of those entitled to land under the cultivation section. The register in the possession of Col. Ward is in part destroyed, I acted as an agent in taking the census and examining the fields in Mushulatubbee's district, which was returned to the War Office. Before Mr. Martin can act, he will have to be furnished with a copy of those entitled to land, as will appear by the books returned by my brother F. W. Armstrong, and also a list of those who have relinquished their land to the government, on which payment, in part, was made west Mississippi last winter. The books will show the locality of the land, and enable the agent to discharge his duty.

The lands are advertised for sale, and, knowing that not a moment is to be lost, I have taken the liberty of addressing you on the subject.

Respectfully, your obedient servant,

WM. ARMSTRONG, *Sup't Choctaw Removal.*

Hon. LEWIS CASS, *Secretary of War.*

CHOCTAW AGENCY, *September 14th*, 1833.

SIR: I have the honor to acknowledge the receipt of yours of the 30th August last, requesting me to act in valuing the improvements and other property belonging to the board of American missions within the Choctaw purchase. I will endeavor to perform this duty as early as practicable, and report as directed. The several missionary stations are located in the three districts of the nation, at some distance apart. I shall, however, notify Mr. Kingsbury, who, I understand, is the agent for the board, and proceed immediately.

I took the liberty of writing to the Secretary of War, by last mail, in reference to what would be proper to furnish Mr. Martin with, (the agent) for locating the land under the treaty. This I done because, in Mr. Martin's instructions, he had been directed to call on me with Col. Ward for a register, &c. I was one of the agents who took the census and surveyed the fields under the cultivated section in the Choctaw nation, which was returned by my brother F. W. Armstrong to the War Department. A copy of those who were entitled to land by cultivation will have to be furnished Mr. Martin, which copy will show the locality and quantity of land; also, a copy of those who relinquished their lands to the United States; as also a copy of those who registered to remain five years, and become citizens. The register of those entitled to land, left by F. W. Armstrong with Col. Ward, was left exposed, and, indeed, a leaf or two lost. Mr. Martin took it with him to Chocchuma, and I presume will act, as far as he can, until he receives other instructions.

Seeing the lands advertised for sale, and the time so short for Mr. Martin to make return in, must be my apology for addressing you at all on the subject. The citizens of this State are deeply interested in the proper location of these claims. I hope, however, I have been anticipated, and that the copies, as above, have been, before this, sent to Mr. Martin.

Respectfully, your obedient servant,

WM. ARMSTRONG, *Sup't Choctaw Removal.*

To ELBERT HERRING, Esq., *Commissioner, &c., Washington.*

CHOCCHUMA, MI., *Sept. 15th*, 1830.

SIR: I received, on the 8th instant, and *not till that time*, a communication from D. Kurtz, Esq., acting commissioner, &c., dated the 8th of August last, advising me that "the President of the United States has directed that the lands ceded to the United States by the treaty of Dancing Rabbit creek shall be offered at public sale on the 3d Monday in October next; that it is necessary the location of the reservations provided for in that treaty should be compiled and entered in the proper land office prior to that date;" and he adds, "you are therefore directed to proceed without delay to execute this duty." Immediately on the receipt of this communication, I proceeded to the agency, a distance of 120 miles from my residence, to obtain from Colonel Ward or Wm. Armstrong, Esq., copies of the register of the different "claims of reservees in the three districts," as directed in your instructions of the 26th June last. The result of my application enabled me only to procure a partial and very defective register, of which you have been advised by my communication of the 11th instant.

You promised, in your instruction of the 26th June last, to forward to the care of General Coffee copies of the township maps of survey, which are deemed necessary to the better discharge of my duty. I have again to repeat that I am not yet furnished, notwithstanding the most urgent request which I have made by letter both to the register and surveyor general. I however still hope a short time will, from some quarter, put me in possession of them. The want of these maps, the defect in the register

just referred to, although great barriers to the quick and correct discharge of the duties assigned me, still I have not deemed them of sufficient magnitude to delay my entering immediately on the locations of the claims referred to in the treaty and your instructions. I therefore, on the 14th instant, deemed it proper to open my office for the reception of applications to locate reservations, and have proceeded accordingly. The time is so limited between this and the public sale, that it will be impossible for me to go around and locate, *on the ground*, all the reservations provided for under the treaty, as seem to be contemplated by your instructions of the 26th June last.

Upon reference to your instructions, the President's proclamation offering the lands for sale, and the treaty, it is clearly the object of all that the officer charged with the settlement and location of the different reservations, improvement claims, and five years' stay claims allowed under the treaty, shall so manage as at least to exclude from sale all such claims justly entitled under the treaty; otherwise great injustice would result to the honest claimant, and much inconvenience possibly to the government, as, in such a contingency, the result would be petitions to Congress for redress, which could not be denied upon an honest claim, which might require other provisions to be hereafter made less advantageous to the government. With this view of the subject, and in the absence of further instructions from your department, I find myself much embarrassed as to the proper course for me to pursue. The time of the public sale is so near at hand, that it will be impossible for me to go on the *ground*, and make the locations of all the claims allowed under the treaty previous to the day of sale, and embraced under your instructions. I must then either proceed to locate on the ground as many of the claims as I can previous to the public sale, and register them as instructed, leaving the balance unattended to, and liable to be offered at public sale, or adopt such other course as may seem best calculated to effect what I conceive to be the spirit and object of your instructions; thereby excluding from sale all reservations allowed under the treaty, and so manage the business that I can, consistently with the rights of the Indians and the obligations of the government hereafter, proceed to locate on the ground all such claims. Some judicious course like this will enable the government to exclude from the sale just at hand the lands of all just claimants under the treaty, and will enable me hereafter, when locating on the ground, to correct and cause to be entered on the township maps, as contemplated by your instructions and the President's proclamation, the reservations of all just claimants, and, at the same time, rejecting all such claimants as may have claimed lands not intended to be embraced and granted to them by the treaty.

I have condensed the instructions which I have received from the War Department and the General Land Office, in the form of a circular, for the benefit of those interested, a copy of which I herewith enclose.

I have the honor to be, &c., GEO. W. MARTIN, *Agent.*

Hon. LEWIS CASS, *Secretary of War.*

To those who claim reservations under the treaty of Dancing Rabbit creek:

By a communication from the War Department, under date of July 23d, which was not received until the 5th of August last, I learned that I was appointed to make the selections and locations of the reservations of lands granted to the Choctaws under and by virtue of the provisions of the treaty of Dancing Rabbit creek, made and entered into on the 27th September, 1830, between the United States of America and the Choctaw nation of Indians. It was contemplated by the department, before I proceeded to the discharge of the duties required of me, that I should be furnished with the plats of all the townships of land within that district of country ceded by the treaty aforesaid, which have been surveyed, and also with copies of the register of all persons entitled to land under the same. I have not yet been furnished with any of the plats of survey, and with but imperfect copies of the registers. By a communication from the War Department, dated August the 8th, which I received on the 8th instant, I am informed that the President of the United States has directed the lands ceded by the treaty aforesaid to be offered at public sale, to commence on the 3d Monday in October next; and that it is necessary for the reservations provided for under the treaty to be located prior to the day of sale; and I am directed to proceed without delay to execute the duty required of me. My instructions seem to require of me to go in person on the grounds and examine the improvement and lines of survey, corner posts, &c., of each local reservation claimed under the treaty: this I am unable to do before the day of sale. For the information of those interested, I have prescribed the following rules and regulations to be observed in presenting claims under the treaty, and in making locations, which are as nearly in conformity with my instructions as the circumstances of the case will permit.

I will open an office in each land district within that tract of country ceded by the treaty aforesaid, for the purpose of receiving applications, and registering the names of applicants for reservations as soon as practicable, and keep the same open until the day set apart for the commencement of the sales in each district. In the northwestern district, the office will be opened at Elliott; in the northern district at Columbus; in the Augusta district at Augusta; and in the Mount Salus district at Clinton.

The applicants must proceed to the place designated in their respective districts prior to the day of sale, and adduce to the agent, or such person as may be appointed to represent him, satisfactory proof that he or she is entitled to a reservation of land under the treaty, designating the numbers of the reservation so claimed. The name of the reservee will then be registered, the number of the section, half section, quarter section, or other quantity to which he may be entitled marked on the plat of survey in the proper land office, and the land reserved from sale.

The reservations granted to heads of families under the 14th article of the treaty, to those who desire to remain five years and become citizens, will be bounded by sectional, half sectional, or quarter sectional lines of survey, and so located as to include the improvement of the head of the family at the time of the making of the treaty, or a portion of it. The half sections and quarter sections allowed for their children must adjoin the location of the parent.

The reservations granted under the 3d and 4th clauses of the 19th article of the treaty will also be bounded by sectional and quarter sectional lines of survey, and so located as to include that part of the improvement which contained the dwelling house of the head of the family at the time of the making of the treaty. When the dwelling house of two or more persons entitled to reservations under this article

shall be included within the same section, half section, or quarter section, they will be so located as to take such legal subdivisions of adjacent sections as will give to each reservee his claim in as square a form as practicable: thus, if different improvements are so situated upon the same section or subdivision of a section as to allow the parties, by taking legal subdivisions, to retain that part of their respective improvements containing their dwelling houses, they will have to take such legal subdivisions, together with such adjacent lands as may be necessary to give the required shape and contents to their claims. If, however, two or more reservees have settled upon and improved the smallest legal subdivision of a section, and thus rendered it impracticable to make a division of the improvements by the selection of legal subdivisions, they will have to make an arrangement among themselves as to the manner in which their reservations are to be located. If they cannot agree among themselves, they will be permitted to cast lots for the same, and those who lose their improvements take the quantity to which they are entitled out of the adjacent lands. Where a reservation based upon an actual improvement falls on a fraction, and that fraction is short of the number of acres to which the reservee is entitled, he will be allowed to make up the complement from the adjoining fraction, provided that the subdivision which may be located to complete the quantity be so designated as to give the entire reserved form. If the contingency should happen, contemplated in the latter part of the fourth clause of the 19th article, that the number of reservees should exceed the number provided for, the chief of the proper district will be called on to decide who shall be excluded. Captains entitled to less than a section, who claim an additional half section under the 5th clause of the 19th article, must locate the same on lands adjoining their improvements and dwelling house.

Those claiming local reservations granted to them by name in the treaty, or the supplement thereto, in designating the boundaries of their claims, will have to be governed by the rules prescribed in the particular clause under which they claim. Those persons claiming floating reservations granted to them by name in the treaty or supplement, will be permitted to locate the same on any lands which were unoccupied and unimproved at the time of the making of the treaty, unless confined by the treaty to a particular district. In making the locations, they will be confined to sectional, half sectional, or quarter sectional lines of survey, and will not be permitted to cross sectional, half sectional, or quarter sectional lines. If they locate them on fractional sections, they will be compelled to take such fraction, if less than the complement, in full satisfaction of the whole quantity claimed under such floating reserve. In no case whatever can a floating claim be divided. Where application is made at the same time to locate two or more floating claims of equal size on the same tract of land, the same course for the adjustment of the matter as is prescribed in case of conflicting claims under the 3d and 4th clauses of the 19th article, will be pursued as near as practicable; and all conflictions will be settled in the same manner. Where application is made at the same time to locate two or more floating claims of different sizes, the largest will have preference: thus, a section will have precedence over a half section, and a half section be preferred to a quarter section, &c.

In all cases, the claim will be confined within the section lines of the section run and marked by the surveyor of the United States, and will not be permitted to go into an adjoining section or fraction, unless the quantity of land, or the terms of the treaty in which the grant is made, requires or authorizes it to be done.

I intend to examine on the ground, after the sales, the several local reservations, if it should be deemed necessary to a final adjustment and settlement of claims, before I return a register thereof to the War Department; or adopt such other course as I may be instructed to pursue in relation thereto.

It is important that every claimant should, in person or by his agent, attend promptly to his interest and make his application, particularly describing the land claimed, within the time prescribed, in order to exclude his land from sale. I have thus given explicitly my views, and the substance of the instructions to me, which I hope will be satisfactory to all interested. If any additional information is desired in relation to any clause of the treaty which I have inadvertently omitted, I will take a great pleasure in giving it on application. It is the intention of the President, as well as the War Department and the undersigned, in making the locations of the several reservations granted under the treaty, to conform to the letter and spirit of that instrument in every particular, and to construe the same, wherever well-founded doubt shall arise, and any discretionary power is to be exercised, favorably towards the Choctaws.

GEO. W. MARTIN, *Agent for locating Indian reservations.*

NASHVILLE, *September* 20, 1833.

DEAR SIR: I have just seen a letter from William Armstrong: he says "the people of Mississippi are all in uproar on account of the sales of land in October; arising from the circumstance that the cultivation claims secured under the treaty, are not reserved from sale." Major Martin, whom you sent to locate the orphan claims, has not been able to do anything, because the report made by F. W. Armstrong, of the cultivation claims, under the treaty, has not been sent to him. One was left with the agent, Colonel Ward, but is so torn and mutilated as to be of no service; and, until he is advised where those claims are, the orphan reservations cannot be made. To quiet "this uproar," you had better, from the report of F. W. Armstrong, have all those cultivation claims marked down upon the plat of survey by the commissioner, Mr. Hayward, and sent speedily to Major Martin. The plat, too, should be forwarded to the register in Mississippi, and be instructed not to sell any of these cultivation Indian claims.

I doubt much if there will be time for this; and if not, rather than the confusion spoken of should take place, would it not be well to postpone the sales?

I write in haste, and to keep you all out of scrapes and difficulties. Indeed, so prevailing is the idea with the people that the price of the public lands will be reduced at the next Congress, that dissatisfaction is expressed about the sales at this time.

Yours, J. H. EATON.

Hon. LEWIS CASS, *Secretary of War, Washington City.*

DUMFRIES, *September* 20, 1833.

SIR: Your attentive acknowledgment of my letter, enclosing Mushulatubbee's conveyance to D. W. Wright, I duly received, but have deferred replying until now. In order to a fair and equitable adjustment of the numerous contracts for floating claims and reserves, I will submit a few facts analagous of the whole; and from which I hope the War Department will be able, in part, to reach the cunning land speculator in his strongest hold.

In a majority of cases, a small advance was made by the citizen to the Indian for his possession, say from one-fourth to one-tenth the amount agreed on as the price, the balance to be paid when the President ratified the sale. Promissory notes were given to the Indians, to be paid when the title became perfect. A *bona fide* deed and warranty, with an acknowledgment of the receipt of the whole purchase money, is given by the Indian who emigrates forthwith to Arkansas. The purchaser, as soon as he can, sells the land to an emigrant settler, and he, perhaps, to some one else. Indeed, it may go through half a dozen transfers before the ratification; and, consequently, before the money is due to the Indian, the first purchaser, by a few successful operations, realizes a fortune, leaving the Indian to seek him where he can find him, and the last purchaser in danger of losing his land and improvements, honestly obtained and paid for.

Mushulatubbee's two sons (full blooded Indians), James and Hiram King, were allowed a section each at the treaty (at their father's old place), on the great military road leading to Lake Pontchartrain, a most valuable location. Messrs. Wright, Hatch, and Hand, of Columbus, had formed a sort of combination or connexion to speculate in claims. Old Mushulatubbee was with them a great *bobba shela* (a friend), and, together with the two floating sections, they got Mushulatubbee's sons' two sections before mentioned, for which they gave three young negroes. Pending this transaction, Messrs. Grabel, Grant, and Lincecum, of Columbus, informed me that squire Maglue, or Maclue, who knew that the said negroes were free, had colleagued with a lawyer Tucker, of Columbus, to extort money out of Colonel Townshend, who brought the negroes from Tennessee or Kentucky, and sold them to the said company, Wright, Hatch, and Hand. Of the six negroes sold Mushulatubbee, five of them were free, the sixth purchased from Grabel Lincecum. The said free negroes were the offspring of a free woman that accompanied a family from near Hagerstown, Maryland, to Kentucky, many years ago.

But to return to Tucker and Maclue: they went to Townshend, and threatened to make the discovery unless he would give them five hundred dollars. He agreed to do it, and gave his note accordingly; but when it became due he refused to pay it, on the ground of bribery and extortion. They sued him in the court at Columbus; the trial came on before Judge Nichols, and, perhaps, few cases have occurred where the enormity of crime was received with less concern.

It was said that Wright & Co. took back those negroes, and put others in their places; but not believed—James King having been hurried off with them to Arkansas long before the emigration commenced. Mr. Lincecum, also Peter Pitchlynn, told me it was only a sham; that the negroes (excepting one of them, drowned in the river Potean,) were eighteen miles from Fort Smith. Wright, a few days after the treaty, took a deed for Robert Nail's claim for a half section. Robert was then about eighteen years old. It was to be paid for as soon as the sale was ratified by the President.

Robert and his mother had great confidence in Wright, and of course would sign any paper he required of him. Supposing, therefore, as soon as the emigration commenced, that he could get his money, he applied for it, and was told he would not pay him, but would place the money in the hands of Major Pitchlynn. He continued to baffle Robert with this as long as I remained in the nation. Wright & Co. had taken, I understand, a conveyance bond from the old interpreter, Middleton Mackay, for his grant from Congress, given in lieu of his reserve, which was not valuable. Mackay told me he had never received any thing from them, and merely promised to give them the refusal. Mackay and his wife died of cholera on the road between Memphis and Little Rock. I have no doubt some one has set up a claim for Mackay's donation, and I am as certainly sure he never sold it. The claim of Captain Billy Hays (a Choctaw) came directly under my notice: Nored and McNutt agreed to give him seven hundred dollars, viz., three hundred dollars on the first September, 1831, and four hundred more first January, 1832. McNutt left for Arkansas with the emigrants; Nored remained, and paid Hays two hundred and seventy-six dollars. The agreement was left in my hands, and I gave it to Major Armstrong, who told me he had left it with Colonel Ward at the old agency. Nored refuses most positively to pay the balance, on the ground that Captain Hays was not allowed as much land as he expected. Nored lives on the place, eighteen miles N. E. of Doak's stand. I hope he will be made to pay to Billy Hays' heirs every cent before any title is given him. The land is richly worth the money: a good house on it, a large enclosure, and four hundred and eighty acres.

Col. James McDonald, an educated Choctaw, was provided for in the treaty, and subsequently drowned himself in Pearl river, near Jackson. Robert Jones, a relative of McDonald, told me that Judge Caldwell, of Clinton, had obtained from McDonald's mother, (his rightful heir,) the claim for a paltry, or, at least, a consideration far short of its value.

In reference to the latter part of your letter, I ought only to say, "the account of my injuries and wrongs are rather long, and the particulars tedious." But, in using this apology, I do not abandon the task of recounting, to those who feel interested for me, the whole subject-matter thereof; and by which, although not justifiable in any law, yet decidedly so by those who have heard and believed my statement of the transaction.

It is a matter of astonishment to myself and friends how I have encountered so many difficulties; and what has been the cause of it? My own impression is, that it has ever been my misfortune to meet with oppression, and to resist to a degree beyond the necessity of the case.

During my service in the army and elsewhere for the government, I have disbursed near an hundred thousand dollars. I was among the first commissaries appointed after establishment of the commissariat. I have letters in the archives of the War Department showing my promptitude as a volunteer in the time of the war, and of my general character for capacity and integrity through life.

I can procure ample testimonials from an extensive acquaintance in the different parts of the country I have resided. I defy any one to bring a charge of fraud or peculation against me in more than twelve years' public service. My misfortunes are, therefore, rightfully ascribed to an irresistable impulse of passion, almost as fatal to my peace and happiness as the worst of offences. I did think I should never offend again when that best of men, Major Eaton, listened to my wrongs, and gave me employment; and

I did use every precaution to avoid collision with any person. But I am growing tedious, and will only add, as I am rather under the *ban*, that I hope you will look on my case with a more favorable view hereafter than the first impressions induced you to do; and that I may not despair, at some future period, of being restored to the confidence of all my friends.

I am sir, very respectfully, your most obedient servant,

WM. S. COLQUHOUN.

Hon. LEWIS CASS, *Secretary of War.*

COLUMBUS, *September* 22, 1833.

SIR: In pursuance of the course laid down in my letter to you of the 15th instant, I have established offices and appointed assistants at the several land offices, for the reception and filing of applications in the several districts; namely, William Dowsing, Esq., at Columbus, William Howze, Esq., at Augusta, R. H. Sterling, Esq., at Elliott, and George B. Dameron, Esq., at Mount Salus, who are authorized to receive, and place on file for registration, all such claims as may be presented, and come under the rules prescribed and furnished them; a copy of which is herewith enclosed.

I intend visiting each office prior to the day of sale for the purpose of examining the claims presented, and to register and reserve from sale such claims as are filed and shall come under the provisions of the treaty, and in conformity with my instructions from your department.

I have the honor to be, &c.,

GEO. W. MARTIN.

Hon. LEWIS CASS, *Secretary of War, Washington City.*

DEPARTMENT OF WAR, *Office of Indian Affairs, September* 24, 1833.

SIR: Your letter of the 11th instant has been received. I regret that you should have met with any delay in obtaining copies of the Choctaw registers. Complete copies of them were taken from this office by Major F. W. Armstrong, and it was supposed he would leave them with his brother at the old agency. As this was not done, the preparation of other copies has been commenced, and they will be transmitted to you as early as practicable.

The paper you request will be procured, and forwarded to you to-morrow.

Your letter to the President has been referred to this department. You will permit me to observe that, during your appointment, this office is the proper channel of communication with the Executive.

Very respectfully, &c.,

ELBERT HERRING.

To Col. GEORGE W. MARTIN, *Choctaw Agency.*

DEPARTMENT OF WAR, *September* 27, 1833.

SIR: I regret to learn that, owing to some misunderstanding, the copy of the register of the names of the Choctaw Indians entitled to reservations, which is in the possession of Major Armstrong, has not been received by you. Another copy is preparing here, which will be ready for transmission in a day or two. But, in the meantime, I am apprehensive that this circumstance will delay the sale of at least a portion of the lands ceded by the Choctaws. I am desirous that the inconvenience should be as little as possible, and I would therefore suggest to you the expediency, as you cannot now possibly complete the locations prior to the day appointed for the sale of the lands, to fix upon such a district of country for the locations as will enable you to do justice to the Indians, and let the residue of the ceded territory be offered for sale agreeably to the proclamation. I do not myself see any objection to this course, and I think it will be promoting the public interest, late as it is; possibly there may be difficulties attending it of which I am not aware. I must refer the subject to your discretion. Be pleased to communicate with the surveyor general, and registers and receivers, on this matter.

Very respectfully, &c.,

LEWIS CASS.

To Col. GEORGE W. MARTIN.

DEPARTMENT OF WAR, *Office of Indian Affairs, September* 28, 1833.

SIR: The copies of lists of Choctaw reservations will be forwarded to you by this day's mail.

I am, &c.,

ELBERT HERRING.

To Col. GEORGE W. MARTIN, *Choctaw Agency, Mississippi.*

DEPARTMENT OF WAR, *Office Indian Affairs, September* 28, 1833.

SIR: In the absence of the Secretary of War, I beg leave to acknowledge the receipt of your letter of the 20th instant, addressed to him, and to thank you for the information which you have given in relation to Indian contracts for the sale of their reservations. They have suffered extremely by imposition

and fraud practiced upon them by unprincipled white men, and it is the duty of us all to protect them, if possible, from further injury.

If unfavorable impressions exist against you on the part of any of your friends, I trust that your future good conduct will erase it, and conciliate the esteem of all who know you.

Very respectfully, &c.,

ELBERT HERRING.

To WILLIAM S. COLQUHOUN, *Dumfries, Virginia.*

DEPARTMENT OF WAR, *September* 28, 1833.

SIR: I transmit a copy of a letter addressed to the locating agent under the Choctaw treaty, and would suggest the propriety of giving corresponding instructions to the proper registers and receivers. I would also suggest whether it would not be well to remove the injunctions heretofore laid upon those officers to keep secret the fact of the necessity of withholding from sale, should such necessity be found to exist, any tracts required for the location of Choctaw reservations, and when that duty cannot be performed before the day fixed for the sale.

Very respectfully, &c., LEWIS CASS.

To ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

NEAR JONES' BLUFF, *Sumpter County, Alabama, September* 29, 1833.

DEAR SIR: I am and have been a citizen, for twelve years and more, on the territory ceded to the United States by the Choctaw people at Dancing Rabbit creek, in September, 1830. (Previous to my settling in this country, I served three years and five months as a regular soldier in the United States' army, the most of the time in active service in the last war.) Under the 14th article of that treaty, I entered, or had my name entered, on the agent's, Colonel Ward's books, within the prescribed time, as one who wished to become a citizen of the United States. I had at that time a wife and four small children under ten years of age living with me. These are all that I entered with Colonel Ward, for which I have his certificate; but I had at that time another child, my first born, a son, at the Choctaw academy, in Kentucky, and being uninstructed in the art of construing treaties, and as he was not immediately under my roof at the time of giving in the rest, I ignorantly failed to name him. These facts I can well establish. Now, one inquiry I wish to make is, whether I can obtain land for this other child by satisfactorily establishing his existence now, and at the time of the treaty, and a development of the circumstances of his name being neglected? If so, will you oblige an humble individual by seeing me righted in this particular.

Now, there are a great many white people settled on the Choctaw purchases, some four or five on the land which, in good faith, I must get; and they endeavored to slacken my faith in the government, by saying that white men married to Choctaw women were not considered by government as the heads of Choctaw families, and the treaty was so worded in order to cut white men with Indian families out of lands. This I know was not the intention or understanding of the contracting parties at the time; for inquiries were made, at the time, of the United States' commissioners upon this head, and they unequivocally stated that white men married to Choctaw women were considered as Indians, and would be entitled under the treaty to all the privileges and benefits of other Choctaws.

You will confer a favor upon me by giving me your opinion upon this head. Another inquiry I wish to make, is, whether a claimant will be allowed to take fractional sections, or quarter sections, in lieu of full ones? Our late agent had, for some time previous to going out of office, been in the habit of stimulating very freely, so much so, that I thought he was liable to do business rather loosely, and I have been actually informed that he has failed to enter names when he was applied to to do so; and I have understood that he has lost a part of the names that he registered. Should this be the case, what remedy has the claimant? Will his certificate set the claim to rights? Or will it be sufficient evidence for the locator to lay off the claims? You will oblige me by informing me if my name is on the list transmitted to your office, and whether it is as one claiming a citizenship. I have the agent's certificate to this effect, but if he has lost any names, it is possible mine may be among them. One other, and the last inquiry, is, what way are we to get rid of those persons who are settled upon our lands, and cutting down and destroying our timber, and clearing it up in little spots in a very injurious manner?

Your very humble servant,

JACOB DANIEL.

P. S.—Please inform me whether Antonio Parish's name is on your list. He is a brother-in-law, and an old brother soldier who served with me in the last war. Please write me immediately, and direct your letter, Daniel's prairie, Green county, Alabama.

Honorable LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *September* 30, 1833.

SIR: In the absence of the Secretary of War, I have the honor to acknowledge the receipt of your letter of the 20th instant, and in reply to state that it being apprehended the duty of locating reservations under the late Choctaw treaty might not be completed in time for the sale in October, under the President's proclamation, instructions were issued through the General Land Office to its agents to withhold from public sale such lands as Colonel Martin and W. Trahern, Esq., might designate as reservations or orphan claims under the treaty with the Choctaw Indians.

Owing to some misunderstanding, the copy of the register of Indians entitled to reservations in Major Armstrong's possession has not been received by Col. Martin. This circumstance, it is feared, will delay the sale of at least a portion of the lands ceded. Another copy has been prepared and transmitted to the locating agent at the Choctaw agency, Mississippi; and with a view of lessening the inconvenience which may result by the failure of receiving the first copy, the expediency has been suggested to Colonel Martin, as he cannot now complete the locations prior to the day appointed for the sale, to fix upon such a district of country for the locations as will enable him to do justice to the Indians, and let the residue of the ceded territory be offered for sale agreeably to the proclamation.

I have the honor, &c., JOHN ROBB, *Acting Sec'y of War.*

To Major JOHN H. EATON, *Nashville, Tennessee.*

DEPARTMENT OF WAR, *Office Indian Affairs, August* 8, 1833.

SIR: The President of the United States has directed that the lands ceded to the United States by the treaty of Dancing Rabbit creek shall be offered at public sale on the 3d Monday in October next; and I am instructed to inform you, that it is necessary the location of the reservations provided for in the treaty should be completed, and entered in the proper land office, prior to that date. You are therefore directed to proceed without delay to execute this duty.

I enclose, for your information, opinions which have been given by the Commissioner of the General Land Office, which may be useful to you.

I am, sir, &c., D. KURTZ, *Acting Commissioner, &c.*

To Col. GEO. W. MARTIN, *Near Elliot Mission House, via Rankin, Mississippi.*

TUSCAHOMA, *Washington Co., Miss., August* 9, 1833.

DEAR SIR: I am just in receipt of a communication from the War Department relative to my agency in locating and registering the claims provided for in the treaty made at Dancing Rabbit creek.

Notwithstanding my desire to commence my official duties, I shall be constrained to defer acting until I hear further from the department, for reasons herewith assigned.

1st. When there is a plurality of claimants on the same tract of survey, will it not be proper to give a preference to the oldest occupant? (when it can be established who is oldest:) and what course is best to be pursued with regard to the minor claim or claimants?—shall I locate them on similar lands nearest and adjoining?

2d. In locating the several claims, for instance, thus alluded to in the 14th article of the treaty, where it provides the lands of the child shall adjoin the location of the parent, shall I be confined to lateral lines of survey, or otherwise—for instance, cornering or adjoining?

3d. When a tract or claim has been divided by line of surveys, leaving the house in one section, and most of the improvements in another, will the claimant be allowed to take part in two sections, so as to include the whole of his improvement? or, should the claimant prefer relinquishing the house, and taking the residue of the improvement, will he be permitted to do so?

4th. Should the claim be so prejudiced as to be entirely worthless, may he be permitted to have land of *same value** at or near his residence, notwithstanding he should cross a section line to accomplish it? Permit me here to mention that Col. Leflore, (in behalf of his people) is very firm and positive in his demands of a favorable construction by the department of all the clauses contained or embraced in the 3d and 4th interrogatories, as above stated. "He says he ever objected to a rigid construction of the treaty relating to these cases," and claims redress under the latter clause of the 18th article of the treaty, which reads, "when well-founded doubt shall arise, it shall be construed most favorable towards the Choctaws." He further says, many have already abandoned their reserves, which have been, or would be rendered worthless under a rigid construction of the treaty, (as regards ruling them to take their claim in the section containing a respective part of their improvement, regardless of its including *any portion of good land,*) believing it a matter of design in the government to take the good lands, and leave them that which was valueless. The claims affected by survey, and now held, are not very numerous, but he feels desirous that justice may be done, confidence restored and sustained; feeling great solicitude that his people may go west imbibed with full confidence, and a just regard for our government.

5th. In locating and registering such claims as are on fractional tracts of survey, will the claimant be ruled to sectional lines of survey? or will the river be considered a natural boundary, and the claim to be located on the same side of the river on which the improvements are?

6th. There are many of the reservees gone west, having abandoned their claims—what's to be done in such cases?

7th. I am uninstructed as to the manner contemplated by the department in the location of the orphan claims: shall these be located as floats, or, otherwise, to be confined to districts, &c.?

I am required by the department to "establish such prominent marks upon each reservation as will show its extent and boundary." I shall forthwith call on the surveyor general for the requisite plats, maps, &c., on which I shall mark the extent, boundary, &c., of the several claims at the time of registering the same, believing it the most correct and satisfactory mode.

8th. In locating the three-quarter section claims, shall the claimant be ruled to the sectional lines of survey in all instances, that is, to be compelled to take the three-quarters in the same section? (with his improvement.)

I am of opinion the most correct mode in locating floats, when there are more than one applicant for the same tract, it should be determined by lottery, unless when the float has been owned by one making improvement, &c., since the treaty. Should the department have further communications to offer for my

* If such should be contiguous and adjoining the improvement.

better government than at present, they would be most direct by Rankin, unless the route contemplated in the Chickasaw treaty should go into operation, and, in that event, via the Chickasaw nation, to my residence near Tuscahoma and Chochuma. I am equal distant from either.

Very respectfully, your obedient servant, GEO. W. MARTIN.

The Hon. LEWIS CASS, *Washington City.*

N. B.—I shall use my best exertions, and hope to receive an answer to this, that I may commence my duties the earliest practicable moment.

DEPARTMENT OF WAR, *August* 12, 1833.

SIR: You have been selected to locate the reservations provided for Choctaw orphans by the 19th article of the treaty of September 27, 1830.

You will be allowed five dollars per day as a compensation in full for all your services and expenses while actually employed; and, in the execution of this duty, you will be governed by the instructions you will receive from the Office of Indian Affairs.

I am, sir, &c., &c., LEWIS CASS.

To WILLIAM TRAHERN, Esq., *Jackson, Mississippi.*

DEPARTMENT OF WAR, *Office Indian Affairs, August* 12, 1833.

SIR: You having been appointed to locate the reservations for Choctaw orphan children, I have been directed by the Secretary of War to communicate to you the following instructions.

The 6th clause of the 19th article of the treaty of Dancing Rabbit creek provides "that children of the Choctaw nation, residing in the nation, who have neither father nor mother, a list of which, with satisfactory proof of parentage and orphanage being filed with the agent in six months, to be forwarded to the War Department, shall be entitled to a quarter section of land, to be located under the direction of the President; and, with his consent, the same may be sold, and the proceeds applied to some beneficial purpose for the benefit of said orphans."

I enclose a copy of the list of orphans transmitted to this department, which you will take as your guide in locating the reservations, assigning tracts to no persons whose names are not there registered. This list contains all the names reported by the agent, and that of Amelia Trahern, which has been added by direction of the department. The whole number of orphan children in the three districts is one hundred and thirty-four, and you will select for each of these a quarter section of land of average quality and value.

When the selections are made, you will file a duplicate of your proceedings in the proper land office, and transmit the original to this department. As the President has directed the lands ceded by the Choctaws to be offered for sale on the 3d Monday of October next, I have to request that you will proceed to the discharge of this duty without delay.

The department depends upon you for its prompt and faithful execution, uninfluenced by the representations or conduct of persons around you, whether they be white citizens or Indians.

I am, &c.,

D. KURTZ, *Act'g Commissioner, &c.*

To WILLIAM TRAHERN, Esq., *Jackson, Mississippi.*

DUMFRIES, *August* 15, 1833.

SIR: When I last saw Mushulatubbee, the old Choctaw chief, he handed me the enclosed instrument of writing, to present to the President in person. This I never intended to do, but only through the proper channel. It will be seen by the agent that, for the paltry consideration of three little negroes, a debt to Doctor Hand, of Columbus, (a medical bill) of $100, the assumption to pay a debt to a man named Neville for sixty-five dollars, and fifty dollars in cash, Mr. Daniel W. Wright, then a partner of Messrs. Hatch and Hand, obtained two of the best floating sections of land in the Choctaw purchase, worth at the time of the agreement, according to the evidence of Major Peter P. Pitchlynn, $2,000 each, and subsequently worth upwards of $3,000 each, or $6,000 for the two. Col. Folsom sold his at $3,500 each.

The agreement is witnessed by Colonel Ward, and Middleton Mackay, interpreter. Col. W., since then, in the presence of Col. Wm. Armstrong, declared he was not advised of the terms of the agreement at the time he witnessed it.

The agreement being evidently a fraud, I did not fail to let Mr. Wright know that the case would be reported, together with that of Molly Nail and Robert Nail. We had been friends: he being a man of fascinating manners, it was impossible to avoid his flattery and friendship, and which he abundantly dispensed towards a man he wished to use. It was my fate to experience this; for, as soon as the new agents came on, he so hedged himself under their influence that he was able, in a newspaper statement, to refer to Major F. W. Armstrong for the correctness of his conduct in regard to his land speculations with the Indians. I replied to him, and sent him word that as soon as we met the matter must be settled to my satisfaction. He, however, did not return through Mississippi, but, being at Natchez, he took the route by New Orleans and Mobile.

Wright is a popular man, and there are so many in Mississippi inculpated in fraudulent purchases of Indian lands, that his conduct on that score does not in the least detract from his reputation. I have good grounds for believing that Major Armstrong's hostility to me was owing in fact to an impression

that I had infringed on his prerogatives as Indian agent. The indignities he heaped on me from the moment of our meeting until the period of our separation was sufficient to produce exasperation in any man; and to be driven from the service at a single breath, and accused falsely of drunkenness, (I have certificates to prove the charge false,) and then, sir, to be ordered out of his presence, and treated as a slave set on shore in disgrace—the course I pursued was inevitable. I pray you, sir, to excuse my troubling you with these remarks, it being impossible to refrain availing myself of the opportunity to lay before you the case of Mushulatubbee, and to add, as I am bound to believe, the causes which led to my removal from the emigration service.

I was advised by a friend of yours to send you the agreement. I recollect several other cases, among which are the heirs of Middleton Mackay, and, also, of Billy Hays, a captain.

I am, sir, your obedient servant,

WM. S. COLQUHOUN.

Hon. LEWIS CASS, *Secretary of War.*

STATE OF MISSISSIPPI, *Choctaw Nation:*

Know all men by these presents, that the following contract has this day been entered into between Daniel W. Wright, of the county of Monroe, and State aforesaid, and Mingo Mushulatubbee, a chief of the Choctaw tribe of Indians, now resident in said State. "Witnesseth," "that, whereas" a treaty was concluded and signed a few days since between the chiefs, captains and headmen of said tribe of Indians, and John H. Eaton and Gen. John Coffee, commissioners on the part of the United States, by which treaty, among other provisions, the said Mushulatubbee has reserved to him two sections of land to be located on any unimproved or unoccupied lands in said nation: Now, it is agreed by the parties to these presents, for themselves, their heirs, executors or administrators, that, in the event of said treaty being ratified by the President and Senate of the United States, that the said Wright is to pay to the said Mushulatubbee three negroes, viz. two boys to be between the ages of fourteen and thirty years of age, and a girl between the age of twelve and twenty years of age, to pay a debt due from him to Doctor John H. Hand, of one hundred dollars—pay a note of his with the said Wright as security, executed this day to a man by the name of Neville, and due the first day of December next, for sixty-five dollars, and fifty dollars in cash, estimated at one dollar and twenty-five cents per acre, all to be delivered and paid upon ten days' notice at the agency house in said Choctaw nation, whenever the said Mushulatubbee shall make, or cause to be made, to the said Wright a good and sufficient title in fee simple to said reserves of six hundred and forty acres each. For the faithful performance of the terms and true meaning of this contract, the parties to these presents hereby bind themselves one to the other, them and each of them, their heirs, executors, administrators and assigns, in the sum of three thousand dollars.

In testimony whereof, we have hereunto set our hands, and affixed our seals, this 7th day of October, 1830.

D. W. WRIGHT [SEAL.]
MUSHULATUBBEE. [SEAL.]

Test: W. WARD, *A. C. N.*
M. MACKEY, *U. S. Inter.*

DEPARTMENT OF WAR, *Office of Indian Affairs, August* 17, 1833.

SIR: In the instructions of June 26th, there is a single clause from which you may have inferred that it was the intention of the department to assign to you the location of the reservations of the Choctaw orphans. This clause was inserted through inadvertence, and it is my object now to inform you that this duty has been entrusted to Wm. Trahern, to whom the requisite instructions have been forwarded.

I am, sir, &c., D. KURTZ, *Acting Commissioner, &c.*

To Col. G. W. MARTIN, *near Elliott's Mission House, via Rankin, Mississippi.*

CHOCTAW NATION, WEST, *August* 20, 1833.

DEAR SIR: A proper regard to my own interests, and a sense of duty to my family, form my apology for troubling you with this communication. In the second article of the supplement to the late treaty between the United States' Government and the Choctaw people, my name is inserted as one entitled to a gratuity of a section of land. The location of the land is to be fixed by my residence and improvement—a condition which cannot be complied with. From the time I left my father's house, which was soon after my return from the school in Kentucky, I have never resided within the limits of the Choctaw country. I left my father at the time of my marriage, and after that, until I removed to this country, I resided constantly with my father-in-law, a white man, living near, but without, the limits of the Choctaw country, and I never had, or pretended to have, any improvement in that country. There were two other persons, McDonald and Jones, whose names are embraced in the same article with mine, who were known never, since their childhood, to have resided in the Choctaw country, and were on that account provided with floating reservations. My case was about being represented to the commissioners while this article was under consideration, when a similar provision would probably have been made for me, but the business having been suddenly interrupted by a disturbance among the people, it was neglected. My claims were thought to be quite as good as those of the persons above named. While they were entirely disconnected from any participation in the affairs of the Choctaw nation until the subject of the treaty came up, when they were known to be unfriendly to the principal treating chief, Col. Leflore, I had constantly, since my return from Kentucky, held the office, and performed the duties of a captain of the northwest district, near the line of which I resided, had sustained my chief, Col. Leflore, in the measure of treating, and exerted what influence I possessed among my warriors to effect it. When the removal commenced, finding that I could not dispose of my claim in its present shape, and knowing that the

government was anxious to get the people off, I started among the first, and done what I could to assist the agents of the government under whose direction I acted. While almost every person provided for by the treaty realized the value of their several donations previous to leaving the old country, many of whom, by the employment of the proceeds in planting in this country, have doubled the amount, I am in a worse situation than I was previous to the treaty—on a new place, without the means of making comfortable improvements.

The favor I have now to ask, is, that you would have the goodness to advise me what will be the probable issue of my claim. I can do nothing with it in its present shape, and I know not where to apply for aid. There is no agent of the government here to whom I can apply, and if there was, he could not probably satisfy my inquiries.

Thinking that Congress could grant the necessary relief, I sent, last session, to Mr. Plummer, the representative of Mississippi, a petition, (praying that my claim might be made a floating reservation in the northwest district,) accompanied with the certificates of my chief, and such of the agents of government for the removal, as I could see. I observed from the papers that it was presented; but not having heard of it since, I conclude that it was dismissed as an improper application. I am now inclined to think that my case presents a question of construction by the President, as other proper officers, whose decision will be regulated by the 18th article of the treaty. Although the subject of this communication may be considered by others as very trifling, it is of real importance to me, and you will do me an act of kindness, which I shall remember with gratitude, by giving it the necessary attention.

I should be glad to receive a communication either from yourself, or from some person to whom you may most properly refer the matter, addressed to me at Vicksburg, Mississippi, from whence it will be forwarded to me as soon as convenient. I have been for more than a year endeavoring to dispose of it to a person who will purchase it if it is constituted a floating reservation in the district in which I was captain. I am extremely anxious to close the sale.

Yours, very respectfully, S. D. FISHER.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *August* 20, 1833.

SIR: I received your letter of the 13th instant, with its enclosure. The transaction, as you state, is certainly discreditable, and the consideration utterly disproportioned to the value of the land attempted to be purchased. I will place the papers on file to be adverted to should the sanction of the department to the agreement be asked. By the provisions of the Choctaw treaty, some of the reservations cannot be sold without the assent of the President. Others, at the expiration of a certain time, may be sold without any condition. So far as the action of the President may be required, it will certainly be withheld unless the contracts are made in strict conformity with the regulations that may be prescribed. These regulations are not yet fixed upon, nor will they be until the surveys are completed, and the reservations located. The department will be glad to receive at any time, information from any quarter that would be useful in guarding the rights of the Indians and the public.

With respect to your personal difficulties, it is unnecessary for me to say any more upon the subject. Whatever circumstances may have led to it, your attack upon Major Armstrong appeared, and still appears to me, as one of those acts which, however they may be excused by the frailties of human nature, cannot be justified.

Very respectfully, &c., LEWIS CASS.

To WILLIAM S. COLQUHOUN, *Dumfries, Va.*

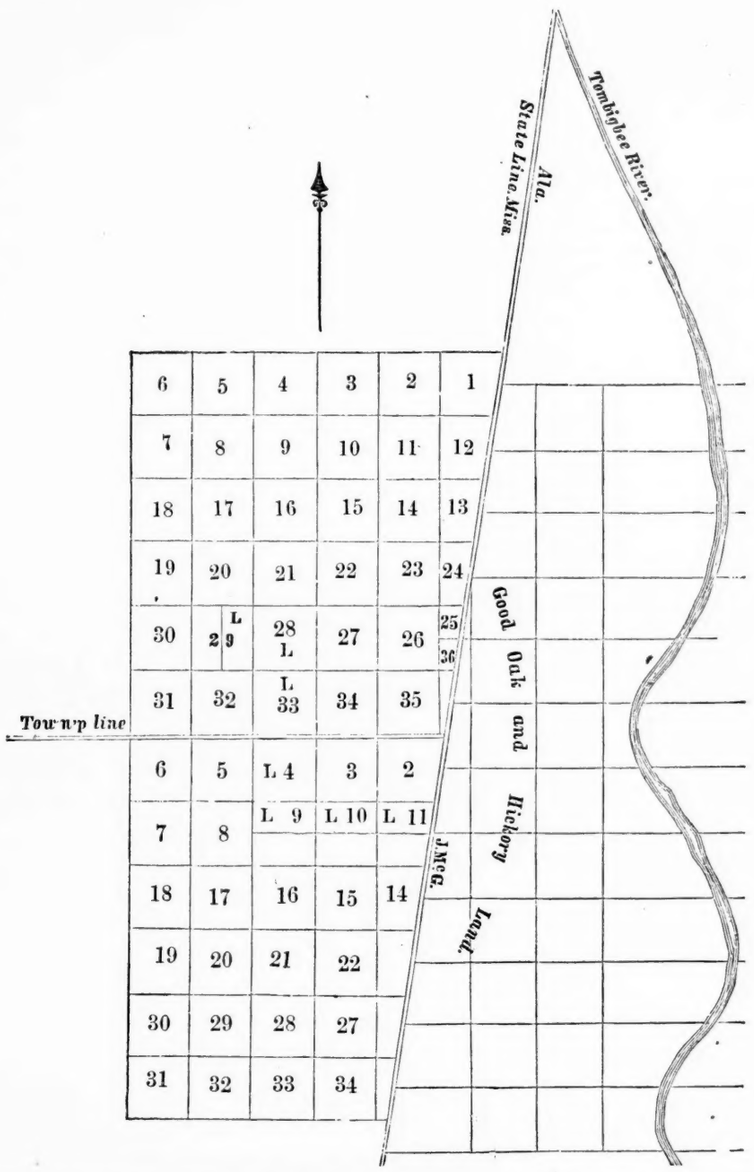
LOWNDES COUNTY, *Mississippi, August* 20, 1833.

DEAR SIR: Some new and interesting movements are getting on foot by land speculators, respecting the lands to be granted to the heads of Choctaw families under the fourteenth article of the late treaty concluded at Dancing Rabbit. A construction is placed upon this article which seems to me to be foreign from its letter, and highly fraudulent against the government: which, I understand, is to be carried into effect by appealing to the sympathies of the government in behalf of the Indians, under the eighteenth article, which stipulates that the treaty shall be construed in the most favorable manner towards the Indians, when, in truth, they will not in the least be benefited.

Their construction is this: that the treaty fixes the location of six hundred and forty acres for the head of the family at the reputed place of residence, and that then the locations for the children are in the nature of floats. For instance, suppose an Indian to have eight unmarried children entitled to one half section each; that instead of locating for them the half sections lying around and adjoining that of the parent, they will be permitted to commence anywhere adjoining the parent, and run off in any direction in solid column, or diagonally by quarter or half sections, so as to secure all the most valuable land not only in the immediate vicinity, but for several miles off. The facts that have come to my knowledge are these: the head of a certain Choctaw family and his unmarried children are said to be entitled to six sections of land. They have made an unconditional and bona fide sale to a speculator at one dollar per acre, to take effect at the expiration of five years from the ratification of the treaty. The land upon which they live is fine oak and hickory land, but the speculator not being satisfied with what is good, covets a large fertile prairie lying several miles off, which will bring to the government at least five dollars per acre. And, secondly, that the land to be granted under the provision of said article wholly belongs to the parent, and no part of it to the children: therefore, the head of the family having eight children entitled to one-half section each, is properly and legally the owner of the whole; and thus, being solely seized of five sections, has full authority, when he has lived upon the land five years after the ratification of the treaty, to consummate the sale now made, disregarding any claim that the children

might have. Thus these poor Indian children are to be defrauded out of the boon given them by the government. If this construction is not in accordance with the true meaning of the treaty for the benefit of white men, will it be permitted?

That you may understand more clearly the manner in which these claims are intended to be located, I have enclosed a rough sketch, representing the State line, township and sectional lines, residence, and intended locations.



[This sketch represents four fractional townships, two lying in Alabama and two in Mississippi. John McGilbry lives in Alabama, on the fraction which is marked J. McG. I am not acquainted with the numbers of the sections in Alabama; but they design coming into Mississippi, and entering the north halves of 11, 10 and 9, the west half of section 4, the whole of sections 33 and 28, and the eastern half of section 29; all of which are marked with L. This may not present the entries correctly, but it clearly exhibits the plan and design.]

For the purpose of preventing frauds against the government, Indian children, and emigrants, I thought best to inform the War Department that an attempt will be made upon the sympathies of the government, representing the property of the Indians, and that the land which they must receive under the strict letter of the treaty is not fit for cultivation; that benevolence ought to be exercised towards them, and that they ought to be permitted to locate their land elsewhere, and according to the sketch I have enclosed. But, sir, I do assure you that in this there is a *wolf* in *sheep's clothing*. The Indians are not to be benefited, because, as I have before said, they have made an unconditional sale, and that too, to the very men who are intending to excite the sympathies of the government: thus, by stratagem and hypocrisy, enrich themselves and depress the Indians; for one dollar per acre is much less than the value of the land upon which they now live.

I would suggest one other important idea respecting settlement or cultivation rights granted under the 19th article: that where an Indian has in cultivation a certain quantity of land, he is entitled to a proportionate quantity, to include the reputed residence. A large quantity of reservations of this kind have likewise been sold to speculators, and it is not uncommon where the surveys have been made, that a corner stake stands near the house—the house upon a poor tract. By moving the stake a few rods, the house is then represented as being upon a different quarter or half section of much more, and, sometimes,

of intrinsic value. If entries of this description of claim are permitted to be made without a watchful eye on the part of the government, frauds of no small magnitude may be committed.

I would therefore suggest the propriety of compelling all land claimants under Indian titles to take the county surveyor, and particularly point out their claims by him surveyed, and returned to the registers of the several land offices; and, also, that a commissioner be appointed for each land district, with specific instructions how to locate the several reservations. I would point out other means of intended fraud, but having seen the able publication of Major Gwin on the subject of Indian claims, perceived that it was laid before you, and that it contains most, if not all, the means of preventing frauds, both against claimants and the government.

Some of my neighbors and myself are deeply interested in the mode by which the claims under the fourteenth article will be located; because we have emigrated here, and, under great difficulties, privations, and hardships, have made valuable improvements upon the public domain with a view of purchasing them at the land sales; and if these speculators are permitted to run the location of their claims in any direction, so as to, designedly, cover the improvements made by emigrants at a remote distance from the Indians when there is an abundance of good unoccupied land adjoining the location of the heads of families, we will find it to our advantage to cease improving, and give possession: this we would the more readily do, if it were to the advantage of the Indians.

Will you please give me an answer as soon as circumstances will permit, stating the manner of locating these claims? because, if they are located according to the enclosed draft, some of our improvements will be taken, and the season is advancing when we should be making preparations elsewhere for a crop next year. A compliance will much oblige yours, and many friends of the administration.

Respectfully,

GAB. FELDER.

N. B.—Direct your answer to Pickensville, Alabama.

DEPARTMENT OF WAR, *Office Indian Affairs, July* 1, 1833.

SIR: I enclose, herewith, an extract from a letter recently received from the Commissioner of the General Land Office, by which you will observe that the difficulty of obtaining copies of the plats of the reservations under the 19th article of the Choctaw treaty, in time for the commencement of your operations, will render it necessary for you to make such references to the plats in the office of the surveyor general of Mississippi as may be required for the efficient discharge of your duties.

A copy of your instructions has been furnished to the Commissioner of the General Land Office, who will give the necessary directions to the land officers to afford you every facility which you may require.

I am, sir, &c.,

ELBERT HERRING.

To GEORGE W. MARTIN, Esq., (care of Gen. John Coffee;) *Florence, Ala.*

DEPARTMENT OF WAR, *Office Indian Affairs, July* 1, 1833.

SIR: I enclose, herewith, a copy of the instructions to George W. Martin, Esq., the agent appointed to make the selections of the locations of the tracts of land granted to the Choctaws by the treaty of September 27, 1830.

Owing to the difficulty of obtaining copies of the plats, as stated in your letter of the 17th ult., I have this day written to Mr. Martin, directing him to make reference to the plats in the office of the surveyor general of Mississippi, as far as may be necessary to the accomplishment of his duties, and have informed him that such instructions would be given by you to the land officers as would insure him every facility in the prosecution of his labors.

I am, sir, very respectfully, &c.,

ELBERT HERRING.

To JOHN M. MOORE, Esq., *Acting Commissioner Gen'l Land Office.*

CLINTON, *July* 7, 1833.

DEAR SIR: Enclosed you will receive a publication that I have felt it my duty to make to satisfy the numerous inquiries daily made to me on the subject of the Indian reserves and floats under the late Choctaw treaty.

I submit these remarks to you that you may compare them with the provisions of the treaty, and if I am in error on any point I wish to be corrected.

It is important that these claims should be disposed of at as early a day as practicable, as every day's delay tends to embarrass the closing them.

I have no doubt attempts will be, and are making, to change many of the settlement claims to other lands that please the present holders more.

I would advise the closing all these claims as early as practicable. I hope you will examine the enclosed, and correct it in all the material points, and return the same.

I am, respectfully, your obedient servant,

SAML. GWIN, *Reg. N. W. Dist. Mi.*

NOTE.—The paper enclosed in this letter has been mislaid.

DEPARTMENT OF WAR, *Office Indian Affairs, July* 23, 1833.

SIR: I am instructed to forward to you a copy of a letter from this department appointing you to locate reservations granted to the Choctaws by the treaty of September 27, 1830.

As your place of residence was not known, the original of this letter was enclosed to General Coffee. The lamented decease of that gentleman may have prevented its transmission. You are requested to inform the department, at an early day, whether you accept this appointment, and, if you do, to enter upon the discharge of its duties as soon as may be practicable.

Very respectfully, &c.,

D. KURTZ, *Act'g Commissioner, &c.*

To Col. GEO. W. MARTIN, *near Elliott's Mission House, via Rankin, Mississippi.*

GENERAL LAND OFFICE, *June* 17, 1833.

SIR: Your letter to the Commissioner, of the 8th instant, has been duly received, wherein you state that Col. George W. Martin has been appointed by the department to locate reservations under the 19th article of the treaty with the Choctaws of September 27, 1830, and request that the Commissioner will direct copies of the plats of the one hundred and twelve townships and fractional townships which have been surveyed to be prepared and forwarded to Col. Martin.

It devolves upon me to advise you that, with the present force at the disposal of this office, it will be impracticable to comply with your request, and that the surveyor general of Mississippi will not be enabled to furnish such extra copies within any *reasonable* time. The surveyor is already required to prepare *triplicate* plats of the public surveys, and, until such *triplicates* are completed, a fourth set cannot be ordered. Under these circumstances it will be advisable, and indeed indispensably necessary, for Col. Martin to make references to the plats in the office of the surveyor general at Washington, Mississippi, (which office is directed, by a law of the last session of Congress, to be removed to Jackson,) or to the land officers of the northeastern and northwestern districts. The President has designated a town recently established on the Yellow Busho, (a stream tributary to the Yazoo,) which is situate within about three miles of the old missionary establishment at Elliott, as the seat of the land office for the northwestern district. The town is, I believe, named *Tuscahomo.* He has designated the town of *Columbus,* on the Tombeckbee, as the seat of the land office for the northeastern district.

The necessary instructions preparatory to the opening of those offices have been given. The offices have not as yet received the late advice of the President's designation of the *sites* for those offices.

The first step to be observed by the officers will be to obtain the township plats from the surveyor general. Col. Martin may, in the meantime, decide whether it would be more convenient to make reference at the office of the surveyor general, or at the district land offices.

I would further remark that, in the location of the numerous reservations under various Indian treaties heretofore made, it has never been customary to furnish copies of plats to the Indian agents. They have always obtained the information to be afforded by the plats, by reference either to the surveyor's office or the district land office.

I have to request that you will have the goodness to furnish this office with a copy of the instructions to Col. Martin as soon as your convenience will admit.

I am, very respectfully, sir, your most obedient servant,

JOHN M. MOORE, *Act'g Commissioner.*

To ELBERT HERRING, Esq., *Commissioner of Indian Affairs.*

DEPARTMENT OF WAR, *June* 26, 1833.

SIR: You are hereby appointed to make the selection of the locations of the tracts of land granted to the Choctaws by the 14th, 15th, and 19th articles of the treaty of September 27, 1830, concluded at Dancing Rabbit creek.

Your compensation will be five dollars per day, to include services and expenses while engaged in this duty; and you are authorized to employ an interpreter, if one attached to the agency cannot be detailed to attend you, and to allow him two dollars and a half per day in full for his expenses and services. These claims will be paid upon accounts certified by both yourself and the interpreter.

The department is informed that plats of the surveys of one hundred and twelve townships have been received at the General Land Office, and that the exterior lines of one hundred and seventy-six townships have been run, the sectioning of a majority of which is in progress. Copies of the plats received here will be forwarded for you, from the General Land Office, to the care of General Coffee.

You will please to apprise the department of your address, that copies of the other plats may be sent to you direct.

Upon application to Col. Ward, or William Armstrong, Esq., at the Old Agency, you will be furnished with copies of registers of the different classes of reservees in the three districts, and may obtain all the information you will require in the fulfillment of this duty. These registers are supposed to be complete, and you will be governed by them in the location and assignment of reservations in all cases, unless otherwise directed by the department.

The general provisions of the treaty are, that the reservations shall be bounded by sectional or quarter sectional lines of survey, and include the improvements of the reservees. An exception to this rule occurs in the 15th article, and in the first clause of the 19th, by which two of the four sections granted to the three chiefs and to Col. Folsom are to be located "on unoccupied, unimproved land." You will consult the wishes of those persons in locating these sections, taking care not to interfere with the possessory rights of any other Indian. The half sections and quarter sections allowed to heads of families in the 14th article, for their children, will adjoin the locations of their parents.

The number of reservees provided for in the 3d and 4th clauses of the 19th article is limited, and the extent of their respective reservations is proportioned to the number of acres in cultivation. You will learn from the registers the names of persons entitled to land under the several classes. In locating the three-quarter sections granted to those who shall have cultivated thirty acres or more, you will observe that the treaty provides they shall be "contiguous and adjoining." The reservations allowed under these two classes are also so to be located as to include that part of the improvements which contains the dwelling-house. If the contingency should happen contemplated in the latter part of the 4th clause, that the number of reservees should exceed the number stipulated for, you will call upon one or more of the chiefs of the district to which they belong to decide who shall be excluded. For instance, one half section is granted to the cultivators of from twenty to thirty acres, the number not to exceed four hundred. If there should be four hundred and fifty claimants, the chiefs are to decide upon the fifty whose claims must be rejected.

The 5th clause provides for the assignment to the captains, whose cultivated possessions may entitle them under the previous clauses to less than a section, of an additional half section. This half section must adjoin the tract which includes their improvements and dwelling-house. The register will also show you the names and number of the orphans entitled to reservations.

If any of the Choctaws have no improvements, or if the location of a tract would include the improvement of more than one of them, in that case you must exercise a sound discretion respecting the person to whom such tract shall be assigned. It is desirable that the parties interested should decide for themselves, or agree to submit to the determination of their chief; but, if they will not do either, perhaps the best method will be to draw lots in their presence. It is also desirable that the reservees of each district should be located together, and as near to each other as the preservation to each of them of his improvements will permit.

You will establish such permanent marks upon each reservation as will show its extent and boundaries. You will also open a new register, and enter upon it the names of the reservees, and the number of the sections, half sections, or quarter sections, as marked on the plats of survey, assigned to them respectively. The originals of this register you will leave with the sub-agent, William Armstrong, Esq.: a copy you will forward to this department.

The department relies upon your zeal and exertions to execute every part of your duty under these instructions in a manner accordant with the obligations of the government, and satisfactory to the Indians. I enclose a copy of the treaty.

Very respectfully, &c., JOHN ROBB, *Acting Secretary of War.*

To GEORGE W. MARTIN, Esq., (care of Gen. John Coffee,) *Florence, Alabama.*

Extract of a letter from Samuel Gwin to the Secretary of War, dated

"CLINTON, *June* 30, 1833.

"I returned a few days past from a trip through the northwest land district, embraced in the late Choctaw purchase at Dancing Rabbit creek. Not knowing who would have the locating the reserves, floats, &c., in the nation, and being satisfied that great frauds *were in contemplation* on the United States, and believing that these claims would have at last to pass through my hands, I have drawn up a circular, giving my views fully upon every point in the treaty touching the reserves, &c., which will in a few days be published. To save the United States from those contemplated frauds, I have been strict in requiring evidence where frauds could occur. I have been among these speculators, have heard their plans and intentions, and it is upon this information that much of my circular is based. The Indian cannot be injured if he gets the land given him at the treaty, or at least he cannot ask for more. The speculators wish to change it to better lands, and places for towns. I shall send you a copy as soon as they are printed, and would take it as a favor to correct any errors in fact that you may discover when comparing it with the treaty. I have taken this course solely with a view to cut up a set of speculators who are attempting to change every Indian settlement-right where the land is not good. I would thank you, also, for a copy of all those who have listed themselves with the agent, as pointed out in the treaty, having such a quantity of land in actual cultivation in 1830, and a house on it, and any other claims, a register of which is in your department.

"An attempt is now made to put off the sales in the late purchase until this fall. If this succeeds it will be the most ruinous act that could be done. These claims are now fresh in the recollection of many persons, and can be corrected; but once let this evidence be removed, and there is no barrier to prevent frauds; and it would be better to give up the whole country to the speculators without further trouble. I pledge myself in one month to close every reserve, float, and settlement-right, if authorized so to do. Let it be known that there is no shuffling, and all will be right; and can be easily done. Every township that is surveyed should be brought into market at as early a day as practicable. Until this is done, there will be no end to those claims; but the moment a sale is announced they will forthwith close the matter. Another reason which is given for wishing the sales postponed, is, to give time to locate the orphans' claims. A delay on this account is entirely unnecessary, and not called for by the claimants. If an agent is appointed to locate these claims, he can do it in a short time; but should the President determine to sell those claims at the government price at once, and vest the proceeds in stocks, (which, by the by, will be better for the orphans,) why, it will be still less cause of delay in the sales."

RANKIN, *May* 2, 1833.

SIR: For the information of those persons who are interested, I desire to be informed what course the individuals who claim land under the provisions of the treaty of Dancing Rabbit creek must pursue to secure their titles? That I may be the more distinctly understood, I take the liberty of propounding the following interrogatories, viz.

Has any person been appointed to locate the land granted to orphans under the 19th article of the treaty; and, if so, who is he, and what are the nature of his instructions?

Will the President permit them to locate their claims on any unimproved and unoccupied lands?

What course must those persons who hold land under the 14th article of the treaty pursue, to have their claims reserved from sale?

What testimony is it necessary for those who claim under the cultivation clause of the 19th article of the treaty to adduce, and before whom or what tribunal, in order to procure titles to their reservations?

The answers to these interrogatories are respectfully requested, (if not in violation of any rule of the War Department,) for the benefit of those Indians who are interested. If the government has established any rules or regulations in relation to the reservations, &c., granted to the Indians by the treaty, the manner of their locations, &c., I should be pleased to be furnished with copies. If any person or persons have been appointed to locate any or all of the grants of land made by the treaty, or to attend to the business in any way, I should be pleased to be furnished with a copy of their instructions.

Please to address me at this place, (Rankin, Mississippi.)

I am, sir, with sentiments of respect, your most obedient servant,

F. E. PLUMMER.

To the Hon. LEWIS CASS, *Secretary of War.*

PICKENSVILLE, *Alabama, May* 15, 1833.

SIR: Your answer of the 22d of April to my letter of inquiry dated 25th March last, has been received. It gave me the information desired, for which Mr. Mitchell truly feels thankful. But upon one point you were not as clear as is desirable; that is, in speaking of Mr. McGilbry, you have not used the Christian name, and as there are three Indians claiming land under the 19th article of the late Choctaw treaty of that name, it is now desirable to ascertain whether John, Turner, and Gordon McGilbry have all had their names duly registered, and, if not, which one is not named upon the record. An answer to this letter will, I think, terminate in the friendly adjustment of existing differences.

Respectfully, yours,

GAB. FELDER.

Hon. E. HERRING, *Commissioner Indian Affairs.*

DEPARTMENT OF WAR, *May* 23, 1833.

SIR: I have had the honor to receive your letter of the 2d instant, and, in answer, beg leave to inform you that no person has yet been appointed to make any of the locations under the Choctaw treaty; nor will they be so until the country is surveyed, and the surveys returned to the General Land Office.

A census of the Choctaw nation has been taken, and the quantity of land to which the several grantees are entitled have been ascertained; but no instructions with respect to the final locations will be given till the surveys are completed.

Very respectfully, &c.,

LEWIS CASS.

Hon. F. E. PLUMMER, *Member of Congress.*

GREENSBORO', *April* 4, 1833.

SIR: By a clause in the 19th article of the treaty of 1830 with the Choctaws, it is provided that "children of the Choctaw nation, residing in the nation, who have neither father or mother, a list of which, with satisfactory proof of parentage and orphanage, being filed with the agent in six months, to be forwarded to the War Department, shall be entitled to a quarter section of land, to be located under the direction of the President; and, with his consent, the same may be sold, and the proceeds applied to some beneficial purpose for the benefit of said orphans." I am desirous of ascertaining what number of orphans were registered in the department under the foregoing provision, and whether the locations of their quarter sections have been made as provided for. If they have, how they are to be ascertained, and how they may be purchased. If not, whether the President would affix a price to the claim, and allow a purchaser to locate it when he chooses?

An early answer to these inquiries will oblige

Your obedient servant,

THOMAS F. FOSTER.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, April* 13, 1833.

SIR: A number of Choctaws, who allege that they are entitled to reservations under the provisions of the treaty of Dancing Rabbit creek of 27th September, 1830, and the commutation for the same to such as gave notice of their wish to sell, &c., finding that their names are not among those enrolled, and thus entitled to pay, have presented their claims for the action of the War Department; and not having the means of ascertaining, readily, of their justice, a copy of Major Armstrong's report, together with their lists of claims, are herewith transmitted for examination and report, to which your immediate attention is requested.

If notice had been given by the Choctaws of their wish to sell, and an omission on your part so to note and report it, justice requires that it be now done; or if, in your opinion, the claims are preferred in the expectation of imposing upon the government, it is equally just that you should state it. Any information calculated to correct errors, if any, or expose impositions, is required; or if, through inadvertence, the required record has not been made within the limited time expressed in the treaty to entitle them to the benefits thereof, such information in relation thereto as would insure the favorable action of Congress on their claims, would be proper, if in your power to communicate it.

I am, sir, &c. ELBERT HERRING.

To Col. WM. WARD.

DEPARTMENT OF WAR, *Office of Indian Affairs, April* 20, 1833.

SIR: I have the honor to acknowledge the receipt of your letter of the 4th inst., addressed to the Secretary of War, and to answer the several questions contained in it.

According to the list of Choctaw orphans forwarded to the department by the agent, there are one hundred and thirty-four entitled to a quarter section of land each under the 19th article of the treaty of 1830.

The locations have not yet been made, and I cannot therefore inform you how they will be ascertained; probably, however, by numbers on the map of the land.

I am also unable to inform you whether they will be sold, and the proceeds invested for the benefit of the orphans; or whether they will be retained for any period of time under an expectation of increase of value of the land.

I have, &c. ELBERT HERRING.

Hon. THOS. F. FOSTER, *Greensboro', Georgia.*

WASHINGTON CITY, *March* 4, 1833.

SIR: So much of the enclosed letter as is not erased I take the liberty of referring to you, with a request that you will give to me the desired information as soon as convenient. Please return with your answer the letter of Mr. Alston.

Most respectfully, your obedient servant, F. E. PLUMMER.

To Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office of Indian Affairs, March* 26, 1833.

SIR: In answer to your letter of the 4th instant, addressed to the Secretary of War, and enclosing one of Mr. J. Alston's to yourself, I have the honor to state that, if the Indian reservation purchased by Mr. Alston is found, on survey, to be included in the 16th section of lots, he must take the land elsewhere in order to prevent interference with a pre-existing right created by act of Congress previously to the date of the treaty.

I would further observe, that those Choctaws who claim a right to land under the 14th article of the treaty of 1830 at Dancing Rabbit creek will not be entitled to a grant in fee simple, unless on certain contingencies. Until these take place, a valid conveyance of the land cannot be executed. These answers embrace the questions in Mr. Alston's letter, which is herewith returned.

I have the honor, &c., ELBERT HERRING.

To the Hon. F. E. PLUMMER.

WASHINGTON CITY, *March* 26, 1833.

SIR: Susan (sometimes called Susannah) Graham claims the twenty-eighth, and the west half of the twenty-seventh sections of township fifteen, in range one east, situate in that tract of country ceded to the United States by the treaty of Dancing Rabbit creek, under and by virtue of the provisions of the 14th article of said treaty. Her name has been registered in the manner prescribed by the treaty, as appears from the report of Elbert Herring, esquire, of the Bureau of Indian Affairs, made on the 10th of March, 1832, and enclosed to me under cover of yours of the same date. Mrs. Graham requests that the section and a half of land herein described should be reserved from sale for her use. I request that this communication may be filed in the Bureau of Indian Affairs, War Department.

Most respectfully, your obedient servant,

F. E. PLUMMER, *for, and at the request of, Susan Graham.*

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *March* 26, 1833.

SIR: I am desirous to know the number of Choctaws whose names are registered for reservations of land under the provisions of the 19th article of the treaty of Dancing Rabbit creek.

1st. How many are entitled to one section of land in consequence of having had in cultivation, during the year 1830, fifty acres or more?

2d. How many are entitled to three quarter sections of land in consequence of having had in cultivation, during the year 1830, thirty acres, and less than fifty?

3d. How many are entitled to one half section of land in consequence of having had in cultivation from twenty to thirty acres?

4th. How many are entitled to one quarter section of land in consequence of having had in cultivation from twelve to twenty acres?

5th. How many are entitled to one-eighth of a section in consequence of having had in cultivation from two to twelve acres?

This information is desired for the benefit of those Choctaws who are entitled to the benefit of the provisions of the article of the treaty before referred to. If the number of those whose names are registered for reservations exceed the limitations prescribed in the treaty, the applicants are solicitous to know which of them will be excluded, in order that they may make application to the proper source for relief. I beg leave to refer you to the treaty for the stipulations and provisions contained in the 19th article, which will, in my humble opinion, enable you to discover the importance of the information to those interested.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. ELBERT HERRING, *Com. Indian Affairs.*

WASHINGTON CITY, *March* 27, 1833.

SIR: John Hacha, a native and citizen of the Choctaw nation of Indians within the State of Mississippi, claims one half section of land under and by virtue of the provisions of the 19th article of the treaty of Dancing Rabbit creek, made and entered into between the nation aforesaid and the United States on the 27th day of March, 1830. The land which he claims is known and designated as the east half of the N. W. quarter, the west half of N. E. quarter, the west half of the S. E. quarter, and the east half of the S. W. quarter of section twenty-one, in township three, of range ten east. In support of his claim, I send you the enclosed documentary testimony, with a request that the same, together with this letter, be filed in the office of the Commissioner of Indian Affairs, and his name registered.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

THE STATE OF MISSISSIPPI, *Jones County:*

Before the undersigned, an acting justice of the peace in and for said county, personally appeared John Hacha, who, being duly sworn on oath, says that he is a Choctaw Indian by birth; that he is the head of a family and a house-keeper, and has been from and before the 27th day of September, 1830. That he lives in that part of the State of Mississippi acquired from the Choctaw nation of Indians by the treaty of Dancing Rabbit creek, made and entered into between said nation and the United States on the 27th day of September, 1830. That he had in actual cultivation within said territory, during the year 1830, twenty-two acres of land (since ascertained to be on section number twenty-one, township number three, of range number ten east,) with a dwelling-house thereon in which he resided.

his
JOHN × HACHA.
mark.

Sworn to, and subscribed before me, this 22d day of November, 1830.

THOMAS S. LOPER, *J. P.*

THE STATE OF MISSISSIPPI, *Jones County:*

Before me, the undersigned justice of the peace, personally appeared William Prine, a citizen of the county of Jones, and State aforesaid, who, being duly sworn, deposeth and saith that he is personally acquainted with John Hacha; that he is a Choctaw by birth; that he is the head of a family, and was a resident house-keeper within that part of the territory acquired from the Choctaw nation of Indians by the treaty of Dancing Rabbit creek on the 27th day of September, 1830, and previous to that time; that he had in actual cultivation as much as twenty-two acres of land, or more, within the limits of said nation, with a dwelling-house thereon, during the year 1830, situated upon section number twenty-one, township number three, range number ten east.

WILLIAM PRINE.

Sworn to, and subscribed before me, this 22d day of November, 1832.

THOMAS S. LOPER, *J. P.*

THE STATE OF MISSISSIPPI, *Jones County:*

Before me, the undersigned, justice of the peace in and for said county, personally appeared Stacy Collins, who, being duly sworn, deposeth and saith that he is personally acquainted with William Prine, of the county and State aforesaid, and that he is a man of integrity, and any statement made by him on oath ought to be entitled to the fullest confidence.

STACY COLLINS.

Sworn to, and subscribed before me, this 22d day of November, 1832.

THOMAS S. LOPER, *J. P.*

THE STATE OF MISSISSIPPI, *County of Jones:*

I, John Maffit, clerk of the county court of Jones county, do hereby certify that Stacy Collins, whose name is signed to the foregoing certificate, is a man of respectability, and, as such, any statement made by him, whether on oath or otherwise, is entitled to full faith and credit.

Given under my hand and private seal, (there being no official seal,) this 22d day of November, 1832.

JOHN MAFFIT, *Clerk.* [SEAL.]

CHOCTAW AGENCY, WEST, *January* 2, 1833.

SIR: Under the last treaty I was entitled to one hundred and sixty acres of land by cultivation, as will appear by the books returned. I emigrated, with my family, with the first party that came by the government, and left home in a great hurry, and without knowing the value of my land, or very little concerning it. There was standing in the field between two and three hundred bushels of corn, for which I received fifty dollars at a time when corn was selling at fifty cents per bushel. I received for the land a wagon, much used, and two yoke of oxen, and a horse, which was all I ever received for my land.

To you, our great father and the friend of the Choctaws, I look for protection, when the conduct of Grant and Clemmons is examined into, not only in my case, but many other poor Choctaws whom they have deluded. My brother, Levi Pickins, who had the same quantity of land, and is since dead, sold his land for about one hundred dollars. He left a wife and children, who are now here. I know our grievances will be redressed.

Your friend and brother, JOSEPH PICKINS.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, February* 25, 1833.

SIR: Your letter of the 2d January to the Secretary of War has been referred to this office to be answered.

In relation to the reservation of 160 acres, which you allege you sold, nothing can be now done, provided the conveyance for the land has been executed and delivered. You state that you have received payment for it. Why accept the consideration if there was fraud or imposition? Why give your deed unless you were satisfied? The President never would have approved the contract unless there had been presented to him proof of its fairness.

Permit me to inform you that Major Armstrong is your agent; that he has been appointed to attend to the concerns of your tribe; that it is not only his duty, but also his inclination, to hear all your applications, and, if necessary, to report them to the department for direction or decision. Have the goodness in future to direct your communications to him.

With great respect, &c., ELBERT HERRING.

Mr. JOSEPH PICKINS, *Choctaw Agency, West Arkansas.*

DEPARTMENT OF WAR, *April* 26, 1831.

SIR: By the provisions of the 19th article of a treaty concluded with the Choctaw Indians, reservations are stipulated for to the amount of 458,000 acres. The right to claim these is made to depend on the number of acres which each individual of the several enumerated classes actually "had in cultivation, with a dwelling-house thereon," during the year 1830.

To give certainty and effect to this article, and to avoid everything of fraud and imposition, it becomes necessary that the ceded country be thoroughly examined, and the quantity of land cultivated by each Indian during the past year, having a dwelling-house thereon, be ascertained. By the terms of the article, you will perceive that the first class of persons provided for are such as have cultivated fifty acres or more, and varying downwards to such as cultivated in 1830 from two to twelve acres. A reference to the treaty will more fully explain the objects which will require your attention.

Actual surveys to ascertain the quantity of land will not be necessary. The mere stepping over a field, and often the eye alone, will be enough to determine the quantity with sufficient accuracy. What shall be understood by "cultivation," is not that the party should have planted a crop and worked it regularly. The term may include grass lots, as well as fields which have been used for the growing of product of different kinds. But waste grounds, although cleared and under fencing, will not be understood as coming under the term "cultivation." In the first place, the land must contain a dwelling-house, meaning a house or cabin in which persons have actually *resided*, with lands cleared, and attended to during the year, under such circumstances as to show that they have been used for the purposes of agricultural benefit of some kind.

As the reservations are to be surveyed so as to include the dwelling-house, you are to be particular, in your examinations, that the house was built previous to the date of the treaty. In your report, therefore, you will endeavor to specify, nearly as may be, the precise locality of each farm examined, that settlements and removals after the treaty was concluded may not be passed off upon the government, and reservations obtained at other places, and on better lands.

A register of farms examined, and the acres in cultivation, their situation and probable worth, with such distinguishing places to understand their locality as you can be informed of, you are requested to state for the information of the department. The names of the Indians owning or claiming the several places secured under the 19th article, with the number of each family over and under, say ten years and sixteen years, are desired. Far as practicable, the department desires to be informed of the strength of the nation, the better to know the preparation proper to be made for their removal, and the quantity of rifles necessary to be procured.

As it is important to the interest of the government, and to the just demands of the Indians, that the service here assigned you should be done with as little delay as possible, two assistants will be assigned to aid you in the performance of the duty, to whom a compensation of 750 dollars each will be given. Your own will be 1,000 dollars. You and they will be paid on the receipt of a certificate from you that the service has been fully executed.

Enclosed are three copies of the treaty. Such information, connected with any part of it, as you may be able to obtain during your stay, will be acceptably received by the department, to be communicated in your report.

Five hundred dollars are assigned for the purpose of partial expenditures that may arise, and for engaging persons to act as pilots in traversing the country. In the selection, it will be advisable to procure Indians, of whom there are many who speak both languages. They are a jealous people, and may have some fears when asked about the numbers of their people, that the object is to tax them. To avoid this, you will explain to them that the only design of your visit and inquiry is to enable the government to lay off their reservations, to know the quantity of materials, guns, &c., necessary to be procured for them, and to obtain a sufficiency of provisions to be adequate to all their wants; and that these objects can be attained, with certainty, in no other way than after the one pursued. Impress upon them the necessity of being ready, one-third or one half of them, to remove by the 15th or 20th of September, that they may reach their homes before the cold weather sets in.

Until informed as to the probable number that will remove in the fall, the necessary preparations cannot be made; the number of wagons that will be wanted cannot be known, nor can it be ascertained what quantity of provisions will be necessary. It is wished, therefore, that you will strongly impress on the agent, and the principal men of the nation, the propriety of advising the department on this subject as early as possible, and do so yourself, in order that every arrangement may be made. All should not depart in one season. A few going over to raise their crops would make the others on their arrival more comfortable, through the facility with which provisions could be obtained.

From time to time you will keep the Secretary of War advised of your movements, and of such information connected with the general provisions of the treaty as you may consider advisable to be known. Punctuality and despatch, and a full and final report before the meeting of Congress, will be expected.

Very respectfully, JOHN H. EATON.

To Major F. W. ARMSTRONG.

Extract of a letter from Samuel S. Hamilton to Col. William Ward, Indian Agent, Choctaw Agency, dated 27th May, 1831.

"Claims for reservations must be governed entirely by the treaty provisions on that subject. A copy of the treaty has been enclosed to you, but, lest that should be lost or mislaid, another is herewith sent. Copies have also been sent to each of the chiefs, for the information of themselves and their people."

DEPARTMENT OF WAR, *Office Indian Affairs, May* 21, 1831.

SIR: Your letter of the 3d inst. is received. Enclosed is a copy of the Choctaw treaty, which you will observe is ratified entirely, and precisely as it was concluded with the Choctaws, with the exception of the preamble. The exception of the preamble is a matter of no consequence to the Indians, as it does not affect, in any way, any article or stipulation of the treaty, all of which will, in due time, be fulfilled in due faith.

You will be careful, in keeping a register of the reservations taken under the 14th article of the treaty, a fair copy of which to be made, duly certified, and transmitted for the information of the department. Your attention is also called to the 5th and 6th division or stipulation of the 19th article. You will keep a register of the claims to be filed under these stipulations, also, noting therein everything necessary to a proper understanding of the claims, that justice may be done to all intended to be provided for by the treaty. Certified copies of these registers will be transmitted for the information of the department as early as practicable after the duty is performed.

You are requested to be very particular in attending to these matters, as great reliance is placed on you for correct information in regard to them. You are also expected to attend to any and everything else that, as agent, it is required of you by the treaty to do towards its execution.

As respects the payment of the annuity of the Choctaws for this year, the Secretary of War directs me to inform you that, as the Choctaws are about to move west, a compliance on your part with the instructions of the Second Comptroller on this subject will not be required. You are therefore at liberty to pay the annuity to the chiefs, and take their receipts for the same as you have heretofore done.

I am, &c., &c.

SAMUEL S. HAMILTON.

To Col. WILLIAM WARD, *Indian Agent, &c.*

DEPARTMENT OF WAR, *June* 4, 1831.

SIR: I beg leave to call your attention to the supplemental article of the treaty, where it is stipulated that the persons there provided for are not to have the benefit of the 19th article of the treaty: they are excluded.

It is so important to be accurately informed of the persons who are entitled to reservations, and the size they shall be, that it is thought best to appoint one other assistant. This will enable you to act with greater rapidity and more accuracy, as well in relation to the reservations as to the number of inhabitants of the country. Archibald Litle is directed to report to you.

The whole amount of reservations, to the utter extent, under the 9th article, cannot exceed 458,000 acres, and upon close examination must, no doubt, fall greatly below this. I mean that the number in each class, as there limited, will not come up to the limit. There cannot be so many cultivators of the soil. But beside this, all these in the supplement are excluded from the 19th article. The agent though has lately reported that there are already registered claims to very nearly half a million, which shows

that frauds are in progress. To guard against them, vigilance by you and your assistants will be necessary.

I have thought it advisable, and suggest it to you, to arrange yourself and assistants by natural divisions of the country, where it is practicable; or, otherwise, the same farms and the same persons may be twice assessed. It is a business full of difficulties, many of which we cannot anticipate here; but reliance is had upon the vigilance and good judgment of you and your associates to surmount them.

With great respect, &c.

JOHN H. EATON.

To Major F. W. ARMSTRONG.

Extract of a letter dated June 16, 1831, *from Samuel S. Hamilton to Col. William Ward, Indian Agent, &c.*

"I am directed by the Secretary of War to inform you that no sale by Indians entitled to reservations under the late treaty, made before the lands are surveyed and located, will be sanctioned by the President; and not then, unless he is satisfied that the Indian has received a fair consideration for his land."

DEPARTMENT OF WAR, *Office Indian Affairs, November* 18, 1831.

SIR: I am directed to inform you that the department has decided that the Choctaws have the right, under the late treaty, to make relinquishments until the 1st day of January, 1832, and that any one entitled to a reservation of land under *any provision* of the treaty may, within the period mentioned, relinquish the same, if he prefers doing so. You will inform the chiefs of this decision; and, as soon as practicable after the expiration of the period aforesaid, return a complete body of the list of claims to reservations left with you by Major Armstrong, showing in the proper column the name of each person who may relinquish his claim.

The claims of Thomas Wall and others to reservations, whose names have been omitted, or improperly entered in the late treaty, will be submitted to Congress; by which body only any errors of this sort, that may have been made in the treaty, can now be corrected.

I am, &c., &c.,

ELBERT HERRING.

To Col. WILLIAM WARD, *Choctaw Agent, &c.*

DEPARTMENT OF WAR, *December* 29, 1831.

SIR: To guard against speculations and impositions upon the Indians, as well as the government, you will not issue any certificates of valuation, or other evidence of claim for reservations, which have been filed with you, and are to be paid for by the United States under the provisions of the late treaty; but will forward the official book or register kept by you of all such claims, with the proofs submitted to you in conformity to the treaty in support of them, to the department for its information and further directions thereon.

To enable the department to decide who are entitled to reservations under the treaty as "*orphan children*," you are also required to report, at the same time, the ages of all orphans in whose behalf claims to reservations may have been filed with you agreeable to the provisions of the treaty.

Very respectfully, &c.,

LEW. CASS.

To Col. WM. WARD, *Indian Agent.*

DEPARTMENT OF WAR, *June* 30, 1832.

SIR: In answer to your letter of the 26th instant, I have the honor to enclose a report from the Bureau of Indian Affairs, by which you will perceive that no relief can be granted in the case of Mrs. Graham, presented by you.

Very respectfully, &c.,

LEWIS CASS.

Hon. F. E. PLUMMER.

DEPARTMENT OF WAR, *Office Indian Affairs, June* 29, 1832.

SIR: I have the honor to report upon the request of Mrs. Susannah Graham, communicated to the department by the Hon. Mr. Plummer on the 28th instant.

Mrs. Graham's name was returned to this office by Major Armstrong as a head of a family who wished to become a citizen under the 14th article of the treaty of 1830. As such, she would be entitled to a section of 640 acres, and each of her two unmarried children would be entitled to a section of 320 acres. Of these sections they would be entitled to receive a deed in fee simple, if they resided upon, and cultivated them, for five years after the ratification of the treaty.

Mrs. Graham's present request is, that the government would release her from this engagement to become a citizen, and permit her to take a reservation under the 19th article of the treaty.

That article granted a section of 640 acres to heads of families, (not to exceed 40 in number,) who, during the year 1830, had in actual cultivation fifty acres or more, with a dwelling-house thereon. It granted nothing to other members of the family. It appears that not more than ten or eleven persons have taken reservations under this article, and Mrs. Graham is in all respects within its provisions. To entitle herself to all the benefits of them, however, she should have signified her wish to do so prior to the 1st of January, 1832, which she did not do, and, of course, has lost her right, if her request be not granted, to relinquish to the United States, but may sell to individuals, with the consent of the President.

If the government possess the power, under the treaty, to release Mrs. Graham from her engagement to become a citizen, I think it would be for the public interest to permit her to take a reservation under the 19th article, as she requests.

I have the honor, &c., ELBERT HERRING.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *June* 28, 1832.

SIR: In answer to your letter of the 24th inst., I have the honor to enclose a report of the officer in charge of the Bureau of Indian Affairs relative to the claim of David W. Wall to a reservation of land granted to him under the treaty of Dancing Rabbit creek, which expresses the views of the department upon the subject.

Very respectfully, &c., LEWIS CASS.

Honorable F. E. PLUMMER.

DEPARTMENT OF WAR, *Office of Indian Affairs, June* 28, 1832.

SIR: I have the honor to state, in relation to the case of Daniel W. Wall, presented by the honorable F. E. Plummer, that, by the second article of the supplement to the treaty of Dancing Rabbit creek, a section of land was allowed to the said Wall, to include his then residence and improvement.

It appears by a letter of Wall's father, that D. W. Wall had no building or improvement on any land; that he was, at the date of the treaty, teaching school temporarily in the southeastern section of the nation, but that his permanent residence was in his father's house. If it be taken for granted that he, the said D. W. Wall, is, at all events, under the treaty, entitled to a section of land, then the only question is, as to its location. It cannot include his improvement, because he has none; nor can it include his residence, because that is with his father; to whom, by the same treaty, there is an allowance of land to include his own residence. It results, therefore, in order to give the provision effect, that the section must be located on some unimproved and unoccupied land; and to have the location adjoin that of his father, with whom his son resides, would perhaps best comport with the spirit of the provision. But, as it may have been represented to the commissioners, as an inducement to this reservation, that D. W. Wall had made improvement on land occupied by him, it is respectfully submitted that the department decline acting on this matter, and that the claimant be referred to Congress for the ascertainment of his rights.

I have the honor, &c., ELBERT HERRING.

Hon. LEWIS CASS, *Secretary of War.*

Extract of a letter from Noah Wall to the Honorable Frederick Plummer.

"In the second article of the supplement, a section and a half of land is granted to the name of Thomas Garland, a person not to be found in the nation, and the grant evidently intended for Thomas Wall, but, by mistake, put down as Thomas Garland. Proof, at any time, can be obtained of the above fact, and that there is no such person as Thomas Garland; and that Thomas Wall, whose name was omitted, is the identical person for whom the grant was intended."

DEPARTMENT OF WAR, *June* 28, 1832.

SIR: In answer to your letter of the 24th inst., I have the honor to enclose you a copy of the report of the officer in charge of the Indian Bureau, and to state that the instructions have been given to place the name of Amelia Trahern on the register, on the production of the certificate referred to in the report.

I have, &c., LEWIS CASS.

Hon. F. E. PLUMMER, *House of Representatives, United States.*

DEPARTMEMT OF WAR, *Office of Indian Affairs, June* 28, 1832.

SIR: The Hon. Mr. Plummer has presented to the department his correspondence with you on the subject of Amelia Trahern's right to a reservation under the last Choctaw treaty.

Upon the facts stated by you her right is acknowledged, but to supply the omission of her name on

the register you transmitted, and to put the department in possession of a sufficient voucher, you are directed to forward a certificate stating that her name was omitted, and ough , in your opinion, to be inserted in the register of orphan Choctaw children.

Very respectfully, ELBERT HERRING.

To Col. WILLIAM WARD.

DEPARTMENT OF WAR, *Office of Indian Affairs, June* 27, 1832.

SIR: In obedience to your direction to report upon the case of Amelia Trahern, presented by the Hon. F. E. Plummer, I have the honor to state that, although the register of names of orphan Choctaw children to be provided for by the Choctaw treaty of 1830, forwarded to the department by Gen. W. Ward, does not contain the name of Amelia Trahern, yet there is reason to believe, from the letter of Gen. W. Ward, of the 24th of May last, to the Hon. Mr. Plummer, and herein enclosed, that the name of Amelia Trahern ought to have been inserted in that register.

It appears from the letter of Gen. Ward that he was requested to enter the names of three orphans of the name of Trahern, one male and two females, which he did on his memorandum book. That Mackay, an interpreter, went afterwards through the nation, by Gen. Ward's order, to take down the names of parents and children, and their ages, and that he reported only two orphans of the name of Trahern; and, being asked why the name of Amelia was not on his register, he replied that she was sixteen or seventeen years of age, and that he did not think her entitled to the provision of the treaty. It further appears that Gen. Ward was told that both her parents were dead, and that he, Ward, knew that her father had a wife when he died, who was not the mother of Amelia; and that he was acquainted with Wesley Trahern, the father of the three children named in Mr. Plummer's letter, of whom Amelia was one.

I am of opinion, from this explanatory letter of Gen. Ward, that the name of Amelia Trahern was improperly omitted, and ought to have been inserted in the aforesaid register transmitted to the department.

I am of opinion that Peggy Trahern was the second or subsequent wife of Wesley Trahern; and that provision for her and her two fatherless children, Letha and the boy, was made by the second article of the supplement to the aforesaid treaty, and that Amelia was the daughter of the said Wesley Trahern by a former wife; that both her parents were dead; and that she is entitled to a quarter section of land under the nineteenth article of the said treaty.

The name of Amelia Trahern ought, however, to appear on the aforesaid register, or there should be a certificate by Gen. Ward that the name was omitted, and ought to have been inserted in said register. Gen. Ward should, therefore, be written to for such a certificate.

I have the honor to be, &c. ELBERT HERRING.

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *June* 26, 1833.

SIR: Mrs. Susan, alias Susannah Graham, of the Choctaw nation, has, as appears from your letter to me of the 10th of March last, enclosing a report from the Bureau of Indian Affairs, signified her intention of removing, and becoming a citizen of the States according to the provisions of the 14th article of the treaty of Dancing Rabbit creek, and is entitled to a reservation of land under said article. She now prefers to take an unconditional reservation under and by virtue of the nineteenth article of said treaty.

I therefore request you to inform me whether she can at this time take a reservation of one section of land under the nineteenth article of the treaty aforesaid. The register will show that she had in actual cultivation, during the year 1830, more than fifty acres of land, with a dwelling-house thereon. I send you the register herewith, which you will please retain, as it belongs to your department.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *June* 24, 1832.

SIR: I take the liberty of referring to you so much of the enclosed letter of Noah Wall (see X,) as relates to a reservation of land granted to D. W. Wall by the 2d article of the supplement to the treaty of Dancing Rabbit creek made with the Choctaws, and respectfully request your opinion thereon. It appears that he had no improvement of his own. Can he make his location, under the provisions of the treaty, adjoining his father's reservation?

Most respectfully, your obedient servant, F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *June* 24, 1832.

SIR: On the 5th of April last, I addressed you on the subject of the business of Amelia and Letha Trahern, who claim one quarter section of land each, under and by virtue of the nineteenth article of the treaty of Dancing Rabbit creek held on the 27th day of September, 1830, with the Choctaws.

By the report of the officer in charge of the Indian Bureau, enclosed in your reply of the 9th same month, I learn that the register of the names forwarded to the War Department by Col. Ward, agent for the Choctaws, contains the name of Letha, but not the name of Amelia Trahern.

I now take the liberty of enclosing to you a correspondence on the subject between Col. Ward and myself, and request that the name of Amelia Trahern may be placed on the register, or on file in the War Department, as an orphan, under the article of the treaty before referred to, entitled to a quarter section of land. You will discover from the letter of Col. Ward that Amelia Trahern comes within the provisions of the 19th article of the treaty, and that she filed her application within the time specified. The agent had no authority to strike her name from the list, nor had he, Mackay, any authority to decide that she was not an orphan, and did not come within the provisions of the treaty because 16 or 17 years of age. I presume that it is unnecessary to say anything more upon the subject.

Most respectfully, &c., F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office of Indian Affairs, April* 7, 1832.

SIR: In reply to the inquiry of the Honorable F. E. Plummer, I have the honor to state that the register of the names of orphan Choctaw children to be provided for by the Choctaw treaty of 1830, transmitted to the department by the Choctaw agent, Col. William Ward, contains the name of Letha Trahern, but does not contain the name of Amelia Trahern.

I have, &c., ELBERT HERRING.

To the Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *April* 9, 1832.

SIR: Your letter of the 5th instant in relation to reservations of Choctaw lands in favor of Amelia and Letha Trahern has been received, and, in answer, I have the honor to enclose a report of the officer in charge of the Indian Bureau, which furnishes the information requested.

Very respectfully, &c., LEWIS CASS.

To the Honorable F. E. PLUMMER, *House Representatives, United States.*

WASHINGTON CITY, *April* 5, 1832.

DEAR SIR: I take the liberty of requesting you to inform me whether the agent of the Choctaws has forwarded to the War Department any returns of the application of Amelia and Letha Trahern to obtain a reservation of land, as orphans, under the treaty of Dancing Rabbit creek. Peggy Trahern and her two fatherless children, who are provided for in the supplement to said treaty, and referred to in the letter of Mr. Herring, (of the War Department,) under date of January 11, are not the persons to whom I refer.

Most respectfully, your obedient servant,

F. E. PLUMMER, *Com. of Public Lands.*

Honorable LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *March* 10, 1832.

SIR: The enclosed report from the Bureau of Indian Affairs will give you the information called for by your letter of the 23d ultimo.

Claims of Susan Graham and Ann V. L. S. McIlvaine.

Very respectfully, &c., LEWIS CASS.

To the Honorable F. E. PLUMMER, *House Representatives, United States.*

DEPARTMENT OF WAR, *Office of Indian Affairs, March* 10, 1832.

SIR: In obedience to your direction to report on the claims of Susannah Graham and Ann V. Lewellen to reservations of land under the late Choctaw treaty concluded at Dancing Rabbit creek, which claims were presented by the Honorable F. E. Plummer, I have the honor to state that, on the register made by the agent, Colonel Ward, and transmitted to this office, of the names of the Choctaw Indians, who had legally signified their intention to remain and become citizens of the States according to a provision of the said treaty, the names of Susannah Graham and Ann V. Lewellen are returned; and that, on the said register, each of them is represented as having a child. It is apprehended, therefore, that by virtue of the said report of the agent, contained in the said register, that each of them, the said Susannah Graham and Ann V. Lewellen, is entitled to a full section of land under the 14th article of the said treaty.

I have, &c., ELBERT HERRING.

To the Honorable LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, March* 12, 1833.

SIR: Having been instructed by you to report on the subject of reservations of land allowed to James L. McDonald and Robert Jones by the treaty concluded at Dancing Rabbit creek, I have the honor to state, that, by the second article of the supplement to the said treaty, there was allowed to each of them, the said James L. McDonald and Robert Jones, a section and a half of land, with permission to them to locate one section each, and one section jointly, on any unimproved and unoccupied land in the Choctaw country.

The treaty was ratified on the 24th day of February, 1831; and, since that period, James L. McDonald has died intestate.

After the ratification of the treaty, each of them had the right to locate for himself a section of land on any unimproved and unoccupied land in the Choctaw territory; and that right is still vested separately in Jones and the legal representatives of McDonald. The remaining section, which they were authorized to locate jointly, belongs equally to Jones and the legal representatives of McDonald; and they have the concurrent right to locate and then divide it.

I have, &c., ELBERT HERRING.

To the Hon. LEWIS CASS, *Secretary of War.*

Extract of a letter from Elbert Herring, Esq., Commissioner of Indian Affairs, to Col. Wm. Ward, dated March 13, 1832.

"I have the honor to acknowledge the receipt of your letter of the 8th ult., and also a copy of the register of names of orphan Choctaw children."

CHOCTAW AGENCY, *February* 8, 1833.

SIR: I have the honor to receive your letter of the 29th December respecting the issuing certificates for Indian claims to reserves for land in the Choctaw nation: this request shall be rigidly complied with. In no instance except three or four, have I given any certificate or sanction to any sale of Indian lands, and those for common land, well known, and at the request of the vender. I have some time since returned a copy of the register of the names of orphan Choctaw children, with such remarks as I was able to obtain from the best source, to do justice to all interested; but the ages of the children could not be had, as Indians know nothing about their ages. After the chiefs and captains had given in their numbers, one of the interpreters took the names and went throughout the nation, and corrected every error that he thought had been made, and certified it on oath that he had faithfully discharged this duty.

I have the honor to be, very respectfully, your obedient servant,

W. WARD, *Agent C. N.*

To the Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *February* 21, 1832.

SIR: The several memorials and petitions of the Choctaws upon the subject of reservations and stolen property, which you have presented to the department at their request, have been placed on file in the Office of Indian Affairs, and a proper disposition of them will be made at the next session of Congress.

I am, sir, &c., JOHN ROBB, *Acting Secretary of War.*

To Major F. W. ARMSTRONG, *Agent for Choctaws, West.*

WASHINGTON CITY, *February* 23, 1832.

DEAR SIR: I beg leave to trouble you again on the subject of the claims of some of my Indian friends and constituents to land, under the late treaty with the Choctaws.

I find, on an examination of the return made to the War Department, the name of Susan Graham registered among the "names of Indians owning farms;" that she had in cultivation one hundred and ten acres, valued at six hundred and forty dollars, &c. (See form of return, page No. 1, which I herewith send to you for your inspection.) Is this such a registration of her name, and such a signification of her intention to become and remain a citizen of the States, as will entitle her to a reservation of land under the provisions of the 14th article of the treaty of Dancing Rabbit creek? If it is not, be pleased to inform me what she must do in order to secure to her a reservation under said article in case she neglected to signify her intention within six months from the ratification of the treaty. Can it be done without a special act permitting her to do so? She is an intelligent and good woman, but a poor widow, and thinks that the agent and the leading men of the nation do not intend to do her justice. She did make application to register her name within the six months, but thinks that it will not be returned; and that it is the intention of Leflore and Ward to confine her to the provisions of the cultivation clause in the 19th article of said treaty.

The name of Ann V. L. L. McEllyn is also registered on the same page, with this memorandum under the head of "general remarks:" "Settlement made in the spring, 1830. Since the treaty lived with her mother." It is true, I believe, that she has lived herself in the house with her mother, Susan Graham;

but her hands (negroes) have been, ever since the spring of 1830, actually on, and cultivating, the land under her directions and control. There is also a mistake made in the spelling of her name: her name is "Ann V. Llewellyn." Will these facts, or either of them, exclude her from the benefit of the 14th article of the treaty? Mrs. Llewellyn also signified to the agent, within the time prescribed, her intention of remaining and becoming a citizen; but anticipates the intention of the agent, and others, to confine her to the cultivation clause, or exclude her entirely from the land provisions of the treaty.

I respectfully ask your opinion on these points, at the request of the Committee on Public Lands, to whom the subject has been referred, who will be governed in their report according to the opinions you may express.

Most respectfully, your obedient servant, F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, January* 21, 1832.

SIR: Accompanying this letter, I send copies of the abstracts prepared by Major Armstrong, showing the number and position of the Indian reservations made agreeably to the treaty of September 27, 1830, with the Choctaw tribe of Indians. The value of these reservations, and of the other property, was estimated together, nor are there any means by which this office can ascertain the separate value of each.

No evidence exists in this office of any contract having been made for the sale of any of these reservations; nor has any such contract been confirmed or rejected; nor has any license or authority been given to any person or persons to make purchases of said reservations. Copies of all the papers on file in this office, which relate in any manner to this subject, are herewith enclosed.

Very respectfully, &c., ELBERT HERRING.

To his Excellency LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, January* 17, 1832.

SIR: Many inquiries have been lately made at this office for the purpose of ascertaining whether certain persons had signed their intention of citizenship, conformably to the provisions of the treaty with the Choctaws at Dancing Rabbit creek on the 27th September, 1830.

Will you have the goodness to forward to this department a register of the names of all those persons who have duly signified such intention?

With much respect, &c., ELBERT HERRING.

To Col. WILLIAM WARD, *Indian Agent, &c.*

DEPARTMENT OF WAR, *Office of Indian Affairs, January* 11, 1832.

SIR: In reply to your several communications, I beg leave to state that the agent, Col. Ward, has not forwarded to this department the names of those persons who have, in due time, signified their intention of citizenship under the 14th article of the treaty of Dancing Rabbit creek. He will be instructed to forward to this office the names of all those who have signified such intention; and it is highly probable, from the representations of those persons on whose behalf you have addressed the Secretary of War, that their names will be among the number.

With respect to your inquiries as to Amelia and Letha Trahern, minors and orphans, I find that, in a supplement to the said treaty, the following provision was made for them: "And there is given a quarter section of land each to Peggy Trahern, an Indian woman residing out of the nation, and her two fatherless children."

It is believed that to entitle a person to a conveyance in fee under that treaty on the expiration of five years after its ratification, he must not only have signified his intention of citizenship, but must also have actually resided upon the land during that period.

With great respect, &c., ELBERT HERRING.

To the Hon. F. E. PLUMMER, *H. R., U. S.*

HOUSE OF REPRESENTATIVES, *January* 4, 1832.

DEAR SIR: Misses Amelia and Letha Trahern, natives and citizens of the Choctaw nation, Mississippi, request to know whether their names have been forwarded to the War Department for the purpose of obtaining a quarter section of land each, under, and by virtue of, the 19th article of the treaty of Dancing Rabbit creek, held September 27, 1830. They are both minors and orphans. Please to address me on the subject.

Most respectfully, your obedient servant, F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

HOUSE OF REPRESENTATIVES, *January* 4, 1834.

DEAR SIR: Mrs. Susan Graham, a widow, of the Choctaw nation, registered her name with the agent within six months after the ratification of the treaty of "Dancing Rabbit creek," for the purpose of entitling her to a section of land under the provisions of the 14th article of that treaty. She is apprehensive from some cause, that it has not been entered of record, nor forwarded to the War Department. Please inform me on this subject.

Most respectfully, your obedient servant, F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *December* 3, 1832.

SIR: Mr. William Ott, of the Choctaw tribe of Indians, Mississippi, claims, as he informs me, a half section of land under and by virtue of the provisions of 19th article, (cultivation clause,) of the treaty of Dancing Rabbit creek, and requests to know whether his name is registered according to the provisions of the treaty in such case required, and on file in the department. Please give me the desired information.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

DEPARTMENT OF WAR, *Office Indian Affairs, December* 11, 1832.

SIR: I have the honor to acknowledge the receipt of your letter of the 3d instant to the Secretary of War, respecting a claim to land by William Ott, one of the Choctaw tribe of Indians.

William Ott's name is registered as entitled to three hundred and twenty acres of land, according to the provisions of the treaty of 28th September, 1830, with that tribe, and is on file in this office.

I have the honor to be, &c.,

ELBERT HERRING.

Hon. F. E. PLUMMER.

DEPARTMENT OF WAR, *August* 6, 1832.

SIR: A communication has been received, signed by Hawkins, Folsom, and the Pitchlynns, in which they remonstrate against a construction which has been given to the clause of the nineteenth article of the treaty, which refers to the location of quarter sections. That construction requires the reservations to be bounded by quarter section lines, to be contiguous and adjoining, and to include that part of the improvements which contains the dwelling house. The persons above named seem to think that the treaty does not require the reservations to be bounded by quarter section lines of survey. You will perceive that their error originates in overlooking the sentence, "each of said class of cases shall be subject to the limitations contained in the first class." The department, therefore, considers the construction objected to, to be the true one, and not open to doubt. But, as it is farther represented that many of the reservations are so near to each other, that this rule cannot be applied without depriving some of their just rights, the matter is referred to you.

You will please to report your opinion upon this clause of the treaty, and also to state whether so much inconvenience or injury will result from the interpretation herein given to it as will render it expedient to carry it into effect. Meanwhile, the Choctaws will be referred to you for the ultimate decision of the department.

I am, sir, &c., JOHN ROBB, *Acting Secretary of War.*

To Major FRANCIS W. ARMSTRONG, *Indian Agent, &c.*

CHOCTAW AGENCY, *October* 19, 1832.

SIR: Your letter of the 28th June I had the honor to receive some time since, respecting the claim of Amelia Trahern to a reserve of land as an orphan under a provision of a treaty with the Choctaws in the year 1830. I have to observe that Wesley Trahern had two wives. He, Wesley, is dead; and his first wife, by the name of Delilah, is also dead. They had, at the time of making the late treaty of 1830, several children living: the three youngest was by the names of Amelia, Letha, and Washington: the oldest, Amelia, was about sixteen or seventeen years of age when the interpreters registered the names of the Choctaw orphan children; and he supposed her, (as he has since told me,) not to come under the class of orphans, is the reason that her name is not found on the book returned by me to the Office of Indian Affairs. These children of Trahern are all yet single, and dependent upon their friends for support in a great measure. Wesley Trahern, the deceased father of Amelia, Letha, and Washington, before his death, intermarried with the second wife, whose name was Agnes, who since has married a man by the name of Foster.

I am requested to state to the Department of War that the names of Tobbee or Tob-bch-ub-bee, James his son, A-nov-a-hah, and Phi-le-ke-chub-bee, say that they applied in August or September, 1831,

to have their names registered as citizens, and have the benefit of a provision in said treaty of 1830. The book in this office does not show any entry to that effect.

I have the honor to be, very respectfully, your most obedient servant,

W. WARD, *Agent C. N., E. Mississippi.*

P. S.—Peggy Trahern is no way connected with Wesley Trahern, deceased, nor with his two wives, Delilah, deceased, or Agnes, who survived him. W. W.

ELBERT HERRING, Esq., *Washington City.*

DEPARTMENT OF WAR, *Office Indian Affairs, November* 3, 1832.

SIR: Your letter of the 19th ultimo, mentioning the reason why the name of Amelia Trahern was not inserted in the list of Choctaw orphans transmitted to the department, has been received.

The application for reservations of land by Tubbee and others, whose names are mentioned in your letter, cannot be granted. The treaty requires that each head of a family, being desirous to remain and be a citizen of the States, should be permitted to do so by signifying his intention to the agent within six months from the ratification of the treaty, and that he should therefore be entitled, &c.

This appears to have been omitted. They represent that they signified such intention. You say that the books of your office make no mention of the fact; nor have you expressed any opinion or belief of the truth of their assertion. No good reason is perceived for the interposition of the department in their behalf.

With much respect, &c., ELBERT HERRING.

To Col. WILLIAM WARD, *Choctaw Agency, Miss.*

No. 1.

CHIEF NI-TA-CHA-CHII.

A list of the captains entitled to the additional half section, under the nineteenth article of the treaty.

No.	Names.	Number of acres cultivated.	Entitled as captains.	Number of acres.
1	Big Ax, (Six Town)	5	320	400
2	Toshpabe	3	320	400
3	Tikbarnchahubbee	6	320	400
4	Onabi	1½	320	320
5	Nakishtabi	1¼	320	320
6	Pashishtikabi	7	320	400
7	Otikaihacho	9	320	400
8	Kawalichabi	6	320	400
9	Hoshishimataha	3	320	400
10	Hopaiahoma	12	320	480
11	Captain Lakto	8	320	400
12	Ittotahoma	4	320	400
13	Ittotechahabi	3	320	400
14	Ibakahabi	2	320	400
15	Kaniyohikabi, or Hitch Charly	4	320	400
16	Hopaiishtonaki	3	320	400
17	Tashholata	..	320	320
18	Big Ax	20	320	640
19	Bob	2	320	400
20	Imoklashahoma	8	320	400
21	Koahoma	12	320	480
22	Red Cedar	8	320	400
23	Nittahoma	12	320	480
24	Hopaiatabi	20	320	640
25	Pashahama	8	320	400
26	Pisahokatabi	6	320	400
27	Tashiyaholtatta	20	320	600
28	Chahtamitaha	18	320	480
29	Hopaihimata	12	320	480
30	Asitahoma	..	320	320

I do hereby certify that the above named persons were captains in my district at the time of the treaty made at Dancing Rabbit creek, on the 25th September, 1830, and that a list of their names was furnished by me to F. W. Armstrong, when called on, for the purpose of allowing the additional half section, as provided for in the treaty.

Done at the agency, on the 4th September, 1831.

Witness: NITACHACHEE, his × mark.

Teste: W. WARD, *Agent C. N.*
JOHN PITCHLYNN, *Interpreter U. S.*

No. 1.

FORM OF A RETURN.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Capt. Jas. Gardner	32	11	2	3	1 slave.] Nucshillup creek, west side	480	Poor land and good water.
John Gardner	5	4	2	1	Okihata creek	....	do do
Stionah (widow)	....	2	1	....	do	....	
Lewis Bryan	8	7	....	2	1 white.] Patuckchet to creek, south side	....	Land tolerable; a good spring.
Isaac Gardner	9	6	2	3		....	
Daniel Boone	2½	2	....	....		....	1 white.] Poor land, good water.
William Gardner	10	11	4	5	Tallahaly creek, east side	....	
Copotinihoma	3	3	3	....	Hatchachusii creek, west side	....	
Sirnson	2	9	3	5	do do	....	
Tonole	6	7	3	3	do do	....	
Tanaphoma	1½	6	1	3	do do east side.	....	
John	1½	10	1	4	do do west side	....	Did not see any of this family; given in by the captain.
Parnoshatubbee	3	9	3	5	do do	....	Land tolerable; oak and hickory.
Buffelon	....	7	1	3	do do	....	
Eyetarmbe	4	4	2	....	do do	....	Land very good.
Felecutchubbee	2	9	2	5	do do	....	Land tolerable.
Kahlonchiabi	½	7	1	3	do do east side	....	Land poor.
Akocharntubbee	....	4	2	....	do do	....	This family out hunting, did not see them; given in by the captain.
Choctaw	2	14	4	6	Talaboki creek, west side	....	Land poor; oak and pine.
Onarker	1½	12	2	5	do do	....	do.
Parshishwokkiah	3	17	5	4	Carfokochar creek, east side	....	do good water.
Tarpenarhoma	4	7	2	3	do do	....	
Limo	1½	19	4	6	Tallahaly creek	....	Land good and good water; abundance of timber.
Wakaiyahoyo, (widow of Red Cedar)	20	8	1	2	do	320	
Ilawata	2½	9	1	5	do	....	
Oklatabi	1½	2	1	....	do	....	
Henry Garvin	30	3	....	1	1 white.] Good water creek, north side	480	Land good; part prairie.
George Murphey	6	7	....	4	1 white.] do do	....	
George Johnston	12	9	....	3	1 white.] Long creek, east side	160	Abundance of timber.
John Anderson	....	4	....	2	1 white.]	....	Lives with his father-in-law, Mr. Geo. Johnston.
William Langphier	....	2	....	....	1 white.] Shoobooty creek, south side	....	Land around very good.
William Cristy	12	10	3	3	Okapatasa creek, north side	160	Land poor; abundance of water.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under ten years.	Locality of farms.	Total No. of acres.	General remarks.
John and James	....	....	....	....	....	....	These two men are perfectly blind; live with Mr. Cristy.
Carthalean, (woman)	....	5	....	2	Okapatasa creek, north side	....	Land around tolerable.
William Utwridge	8	6	1	3	Ittihommahikia creek, west side	....	Land poor, part black prairie.
Two old women	4	2	....	....	Tallahoma creek, east side	....	These two old women refused to give their names.
Kanimatabi	2	4	1	1	do east side	....	Land poor, good water.
Tapanachahabi	4	4	1	1	Hossolawioskona creek	....	do do
Yarke	3	10	2	2	do do	....	do do
Nashkobotoklo	7	7	2	2	do do	....	do do
John Garland	....	13	2	6	2 slaves.] Koatopa branch, south side	1,280	Provided for in treaty of two sections.
M. Christy	7	10	1	4	Hassolawi creek, east side	....	Land tolerable, good water.
James Garland	20	9	2	5	do do	320	do
S. Garland	12	8	1	5	do do	160	
Samuel Anderson	13	10	4	6	Chakke creek, north side	160	Land good, and good run water.
Capt. Redpostoak	....	....	....	....	....	....	Would not give in his family; gave as a reason that the county was not sold.
Nocwatatubbee	4	6	1	4	Tallahaly creek, east side	....	Land good.
Jackson	....	3	1	....	do do	....	do abundance of timber.
Shawano	2	7	1	2	do do	....	
Oxchanahacho	5	6	3	....	do do	....	
Red Squirrel	5	....	2	2	do do	....	Land tolerable, good run of water.
Heonchee	....	2	1	....	do do	....	
Nitachitto	3½	6	3	1	Hatcharcheesee creek, or Little river, east side	....	Land good and well watered, with abundance
Falamahoki, (widow of Hoshillichi)	2	2	1	....	do do do do	....	[of timber.
Abitekanoo	3	8	3	1	do do do do	....	Land tolerable; limestone spring.
Redman	....	8	3	3	do do	....	do indifferent water.
Cherakee	2	12	5	1	do do or Little river, south side	.....	Prairie land; first-rate limestone spring.
Harmoklatubbee	1	5	3	....	do do do east side	....	Land tolerable; running water.
Shekoppahoma	2	8	2	3	Hashtuppuchar creek, east side	....	
Ishtaya, (woman)	2½	6	....	2	do do east side	....	
Richard Boothe	....	3	....	....	1 white.] Good Water creek, south side	....	
Cap. Hopaiachahabi	....	4	2	....	Chickasawhay river, (at ferry,) east side	1,280	Provided for in supplement of 2d section.
Achokmatabi	2	3	2	....	Oktibiha creek, west side	....	Land poor, (pine.)
Pahoma	2	5	2	....	Chickasawhay river, west side	....	do
Thomas McCan	5	8	1	2	do do	80	do

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Tonabi	1/4	6	1	2	Chickasawhay river, west side	....	Land poor.
Wachinahomma	7	11	5	3	do do	80	do
Onatabe	3	6	1	3	do do	....	do (prairie.)
Albamahacho	4	3	1	....	do do	80	do
Billy	1 1/2	3	1	....	do do	....	do
Mingohoma	2	9	1	3	do do	80	do
Koshahomma	5	4	2	....	do do	....	do
Nokowachobi	2	5	1	2	do do	80	do
Poshibonowa	5	6	1	4	do do	80	do
Timahilabi	5	7	2	3	do do	....	do
Atomabi	6	6	2	2	do do	....	Not a member of this family at home; given in by the captain.
Elepachaha	1	7	1	5	Apili, (name place,) Chickasawhay river	....	Land poor.
Pashinahla	8	6	2	1	Hossolawi creek, east side	....	Land tolerable, and good water.
Papinishtonahoma	2	5	2	2	do do	....	Land tolerable; never-failing stream.
Hayakachobi	8	10	3	3	do do	....	Land poor; good water.
Nittakoni, (wid. of Chukkaishtonabi)	....	1	....	....	do do	....	
Tom	1 1/2	5	1	2	do south side	....	
Chambi	13	8	2	3	Chickasawhay river, east side	160	Land tolerable; (pine and oak.)
Imanoabi	3/4	7	2	3	do do	....	
Tikbahchobi	1	5	1	3	do do	....	
Koshonahoma	6	4	1	2	do do	....	
Thomas Gallidell	4	1	1	....	do do	....	This man lives with the captain—no house of his own.
Olkkolechi	3	7	3	2	do do	....	Land poor.
Tashihokabi	12	12	4	4	do do	160	do
Nakirchtonabi	4	4	2	1	do do	80	do
Oskolahoma	....	10	3	4	Oktibaha creek, south side	....	Land tolerable.
Pashfalaabi	12	4	1	....	do south side	160	do
Poshishtonahopii	7 1/2	7	1	4	do north side	....	do
Captain Measshatta	6	9	3	2	Military road, one mile, east side	....	Land good, and excellent spring.
Onaachahbee	3	8	2	3	Tallahaly creek, east side	....	Land hilly.
Red Fire	....	7	3	1	Tarlaboe	....	Land poor; good run of water.
Charfartubbee	1 1/2	7	1	4	do	....	
Hoopie	3	11	4	3	do creek	....	
Yokachi	10	5	3	1	Nanny Coway branch, east side	....	Land good; oak and hickory.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Shapachaha	3	9	3	3	Teuccharnear creek	....	Land poor.
Tigbuttar	2½	14	4	5	do west side	....	Land tolerable.
Iyafatabe	2½	6	3	1	do	....	Good water.
Awatonna, (widow of Chafahoma)	7	7	....	4	Lookfarcolar branch, east side	....	
Koshonarchabbee	4	8	3	2	do west side	....	
Red Pine Tree	½	6	1	2	do	....	
Ishtahobachi	4	12	4	4	Tallahoma creek, west side,	....	
Binatabi	3	5	1	2	Oaktarkhollo, east side	....	
Nakiishtaya	5	2	1	....	Tallahoma creek, west side	....	Land poor.
Niyoe, (widow)	½	5	1	1	do	....	
Abi, or Kill	2	7	2	2	do east side	....	
Antabi	8	13	4	4	do	....	Land good; abundance of timber.
Nakiishtaya	5	8	3	3	do	80	
Somalak, (widow of Ibatoklo)	2	4	1	1	Nukshillop creek, west side	....	Land poor.
Smahlichi	1¾	9	3	1	do east side	....	
Capt. Big Ax, (Six Town)	5	10	3	3	Tallahoma creek, west side	400	Land good, and good water.
Molly, (widow of Tashapitahacho)	4	9	4	....	do	....	do take citizenship.
Itallihayo, (widow of Tapanahacho)	7	9	3	1	Sharcolo creek, (on military road)	....	Land poor.
Itollimastabee	3	10	3	3	do west side	....	
Tikba, (widow of Anokchito)	3	18	5	6	Tallahoma creek, east side	....	
Yakhata	3	15	5	4	Oktarkholo branch, west side	80	Land good; take citizenship.
Clip	2	1	1	....	Apotoli creek, west side	....	Land poor.
Ishtanowa	1½	17	2	1	Tassanukbatta creek, north side	....	
Capt. Onnahubbee	....	3	1	1	Okachokma creek, east side	1,280	Provided for in supplement of two sections.
Shapastobbee	4	9	1	4	do	80	Land good; oak and hickory.
Shapihakabee	3	6	1	3	Etokasbarcher creek, east side	....	
Tabasa	4	8	2	3	do do	....	
Itokotabi	3	7	3	2	Hutchusee creek, west side	....	
Tashkomemotabee	3	5	2	1	do	....	
Captain Homa	5	13	6	1	Okochokma creek, east side	80	Land tolerable.
Tonshpabi	3	5	....	3	do west side	400	Capt.] The chiefs gave this man in as captain.
Poshamastabi	10	9	3	4	do south side	80	Tolerable good land.
Tashkiyabi	5	14	6	3	do do	80	
Tickbanchohubbee	6	17	5	8	do do	400	Capt.] The chief says this man was a captain at time treaty was made.
Captain Tom	2½	7	3	2	do do	80	Tolerable good land.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Meyachahubbee	1	4	1	1	Okochokma creek, east side	....	
Gen. Coffee	9	10	3	3	Chamnah branch, west side	80	Land poor.
Ononcharhabi	3	12	4	4	Hatchusee creek, east side	80	
Parknanta	4	5	1	2	do do	....	Good land, and well watered.
Hotona, (widow of Anukfilla)	1½	6	....	....	Halchusee creek, do	....	
Imolhona, (widow of Bohtabi)	....	3	1	....	do	....	
Shaphokchanya	5	11	3	4	do	....	
Tanapishtonwakabi	1½	3	1	1	do	....	
Iyachahopaie	½	6	2	3	Long creek	....	
Illihnowa	3	5	1	3	Oktakfalaya creek	....	
Captain Iyahishtabi	3	7	2	4	do north side	....	
Nakiitolabi	2½	6	1	3	Hatcharchusee creek, west side	....	Poor land.
Apatatabi	1	6	3	....	do	....	
Yayachabi	12	16	6	5	Arocartolar creek	160	Land good; part prairie.
Oshanhopaii	3	9	4	3	do	....	Tolerable land.
Tiakoshhihoma	3½	10	3	5	do	....	
Nakniinlabi	....	6	1	4	Ittihommahikia creek, west side	....	
Pisatachahbi	6	7	3	3	do do	....	
Timona, (widow of Hashokhoma)	1½	7	1	1	Hayaplosa, (name of place)	....	Given in by the Captain; not at home.
Achitona, (widow of Shikopokchaya)	1½	5	1	1	Ittihommakikia creek, west side	....	Land good, and good water.
Ishtatta	7	10	1	1	Hatcharchusee creek, east side	....	
Filimatabi	2	22	4	8	do west side	....	
Tashkachitela	3	4	1	1	Oktakfalaya creek, east side	....	Poor land; well timbered.
Ibokaniya	....	12	3	6	do do	....	
Hotayahoki	6	5	1	3	do	....	
Ishtilahoyo	4	7	1	5	do	....	
Ibachokowa	3½	12	3	5	do west side	....	
Nitanakni	3	9	3	4	do	....	
Onahoyo, (widow of Ofahacho)	6	5	2	....	do	....	
Pashohikabi	8	5	1	1	do	....	
Shikoponabi	1½	6	1	3	do	....	
Ashakeyo, (widow of Achalimastabi)	....	2	....	....	do east side	....	
Shikopanowa	5	9	1	4	do	....	
Imonabi	4	6	2	2	do	....	
Koshochiyabi	2	11	3	5	Hatchusee creek, west side	....	
Capt. Onabi	1½	5	1	2	Tashshalali branch, north side	320	Land poor; pine and oak.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Himakayabe	4	11	3	3	English town, (in Six town)	....	
Tehekabi	3	11	4	4	do do	....	
Tisho	4	5	1	3	do do	....	
Ilaposhona	3	10	1	5	do do	....	
Ittolayabi	1½	5	1	2	English town, (in Six town)	....	
Hannochito	2	8	2	3	do do	80	
Choccho	1½	8	2	2	do do	....	
Tashkaonahoppaie	4	16	4	8	Sinihasha, (name place, in Six town)	....	
Afalopa	6	9	3	2	do do	....	
Poshayabi	3	4	1	....	do do	....	
Anukkallubbee	2	9	2	4	Tallacolhti branch, south side	80	
Fatfahabi	3	10	4	1	do do	80	
Mihatikabi	3	11	3	6	do do	....	
Lapalichabi	2	4	2	....	do do	80	
Capt. Nakishtabi	1¼	5	1	2	Lokfapa creek, east side	320	Poor land and well watered.
Mishimahtabi	....	4	1	1	do south side	....	
Ittotanchahabi	1½	4	1	2	Tallahoma creek, east side	....	
Thomas Gibson	....	6	1	2	Hatchusee creek	....	
Charles Gibson, or Ishitimala	9	9	3	3	do	80	
Ishpanahoma	5	8	3	3	Talhpa, (name of place,) ¼ mile west side military road	80	Land tolerable.
Achafatobi	4½	5	1	1	Kachahlipa creek, south side	....	do
Nahomastabe	6	3	1	....	One mile south military road, Shokulbi spring	80	do
Mahliona, (widow of Ahniyabi)	3	3	....	1	Illichokta, (name place)	....	do
Shotiklakna	8	8	3	3	do do	....	do
Tashkeokchayabi	2	3	1	1	do do	....	do
Anoshkonnobi	3	5	2	1	English town, (in Six town)	....	Land poor.
Ayakatona	1	7	1	3	do do	....	do
Oktahoki	3	4	1	....	do do	....	do
Capt. Pashishtekabi	7	4	1	2	Lakfapa creek, south side	400	Land good, with abundance of timber.
Chickasaw	3	7	2	2	do do	80	do
Oskolarhoma	1	5	1	2	do do	....	do
Iyacho	2	12	4	3	do	80	Poor land.
Kaiyochabi	6	14	4	4	do west side	80	do
Ikhinsknowa	6	11	4	5	Long creek	80	do
Nukpalli	6	8	3	2	do west side	....	do

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Imatabi	2	6	2	3	Long creek, west side	....	Poor land.
Tapimishtika	6	11	6	2	do east side	80	Good land.
Tashkabi	3	23	3	4	do	....	Poor land.
Lomichi	4	4	2	1	do	....	do
Ishtonakahache	3	5	1	3	do	....	do
Poshishtikabi	2	7	2	2	do	....	do
Ittotemastabi	2	9	2	3	do	....	do
Onnattâbi	9	10	2	3	Hatchushe creek	80	do
Onnahacbi	....	10	2	4	Shomowili branch	....	do
Capt. Pashishtabi	3	10	2	5	Hassolawi creek, east side	80	do
Billy	4	6	1	3	Long creek	....	do
Hotilabi	1½	8	1	4	Oktibeha creek, west side	....	do
Nahatiche, (wid. of Tushkiyokomma)	3	4	1	....	Hassolawi creek, do	....	do
Nukchahatale	7	9	2	4	do east side	80	do
Poshahoppaie	2	8	1	4	do	....	do
Tommahaokchaya	1½	3	1	....	do	....	do
Tanaphoma	2	8	3	2	do	80	do
Itlotachabi	5	10	5	2	do	....	do
Tishonowatabi	5	7	2	2	do north side	....	do
Apicktimatabi	4	8	2	4	do east side	....	do
Ahnetabe	5	8	2	4	Chickasawhay river, east side	....	do
Illihopaie	12	3	1	1	Hadbokhomma creek, north side	160	do and good water.
Capt. Otikaihacho	9	14	4	6	Afabi branch, east side	400	do do
Toshkonahocho	8	16	6	6	Kochowaka creek	80	Land tolerable.
Shapheya	5	9	1	3	Okachukma creek, east side	....	Poor land.
Okfanashhomma	6	10	4	3	Bokhoma creek, north side	....	
Illotahlimastubbee	6	9	3	3	Tallahata, or Silver creek, south side	....	
Shotikachabe	4	9	3	....	Kochachukka (the name place)	80	Poor land.
Nitachuna	2	3	1	....	do do	....	
Shona (woman)	....	3	....	....	Cochachukka do	....	
Anowachabi	3	8	3	3	Hadkatakapa creek	80	
Capt. Kanalichabi	6	6	2	3	Tallahata, or Silver creek, north side	400	Good land, with abundance of timber.
Imotanabi	4	6	2	3	Osapayisa branch, north side	....	Poor land.
Youwachi	3	10	3	6	do south side	80	
Tishonowa	....	11	2	3	do north side	....	
Holishabi	2	5	2	1	do	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ishpanahomma	6	5	2	2	Osapayisa branch	80	
Ishtonabi	3	8	2	4	Tallahata, or Silver creek	....	
Okchammi	2	5	1	3	do south side	80	Land tolerable.
Imahoyo	6	7	1	2	do do	....	
Ishtowakabi	1½	4	2	....	do	....	
Pisatika	3	2	1	....	Piniatalla creek, north side	....	Poor land, well watered.
Bashpifalaya	....	1	1	....	do	....	
Capt. Nukpalli	5	2	1	....	Head Ittihommahikia creek, north side	....	Very poor land.
Hoyopahacho	....	5	1	2	Tallahato, or Silver creek, south side	....	
Ishtahallabi	....	4	1	2	Ichitapa creek, north side	....	
Iahistonabi	14	6	2	2	Koshakosapa (name place)	160	
Tashkaatokla	....	1	1	....	do do	....	
Ishtonakahoma	....	5	2	2	do do	....	
Tona (woman)	3	3	....	1	Shilopachafa creek, west side	....	Land tolerable.
Bop	3	5	3	....	Oskobahoma branch, east side	....	
Ahikayabi	8	4	1	....	do do	....	Poor land.
Shukektabi	7	6	1	3	Ichitapa branch, south side	....	
Hoyopachaha	3	7	1	5	do north side	....	
Tashkaokchaya	10	17	3	7	Piniatalla creek, north side	....	
Ilokchaya	13	6	1	2	Piniatalla creek, north side	160	
Imichabi	....	5	4	....	do	....	
Tapinoheko	4	6	1	4	do north side	....	
Pahomma	....	7	2	3	Head Ittihomahikai creek, north side	....	
Ittotayabi	5	9	3	4	Yakniachokma (name place) do	....	
Capt. Tanapiyubbie	6	6	1	3	Shobatti creek, west side	....	Land poor.
Illelana	5	1	1	....	Bokhoma creek, south side	....	
Chafahomma	2	5	1	1	do do	....	
Nowartabi	3	6	2	1	Okpal (name place)	....	
Pashishtomabih	3	5	2	....	do	....	
Pissahnowa	4	5	2	2	do	....	Prairie.
Paknatta	12	4	1	1	do	160	
Kashokchaya	1½	6	1	2	do	....	
Nakihoma	....	4	3	....	do	....	
Tapinachahabi	3	6	1	2	Hickory growth	....	
William Battiece	3	7	2	2	Shobatti creek, east side	....	
Tashkahomah	2	4	1	1	do west side	....	Land tolerable.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Shalabi	2	11	1	5	Shobatti creek, west side	....	
Chahtahomma	2	3	1	1	do do	....	
Tishomastabi	1½	5	2	1	do east side	....	
Iahishtayabi	1½	5	1	2	Pachchuti creek, do	....	
Malilichaabi	1½	4	2	....	do do	....	
Tashkaachahabi	1½	5	1	2	Okchilabi branch, do	....	
Imaillihoki	2	7	1	1	Shobatti creek, west side	....	Poor land, well timbered.
Nasholahimitta	2	8	3	2	do do	....	
Ishtonabi	2	5	1	3	do	....	
Plincyfisks	30	3	1	1	do	480	
Chilitahoma	3	5	2	2	Kallipakha creek	....	
Iyakatoma	4	6	2	....	do	....	
Poshohika	....	6	1	2	Shinuktohbi (name place)	....	
Tishowakaya	6	6	2	2	Okipatasa branch, west side	....	
Apisanta	2	5	2	2	Hattobalaha creek, south side	....	
Tashkaachahabi	5	6	2	2	Pachchuto creek, east side	....	Land good.
Capt. Hoshishimataha	3	6	1	4	Ichitapa creek, west side,	400	Poor land—abundance timber.
Benjamin W. Garvin	....	5	....	3	(1 white) Halatka creek, south side	....	
Holihtanokabi	2	6	3	1	Shobatti, west side	....	
Tanaphommah	1½	8	2	1	Pachchuto creek, east side	....	
Tallhkolata	1½	3	2	....	do west side	....	
Chickasawhoma	3	5	1	1	Hottobalaha creek, north side	....	
Okchanahoma	2	6	2	2	Boktolokshi branch, north side	....	
Hoyopahoma	1½	7	1	2	do south side	....	
Jilihkachabi	¾	2	1	....	do do	....	
Illatahli	1	11	3	4	Iltishana creek, east side	....	
Ibahotabi	1	3	1	1	Ichitapa creek, west side	....	
Hoshishahoppaii	4	7	1	4	Ittishanna creek, do	....	Land tolerable.
Ahayotabe	1	3	3	....	do north side	....	
Tishohimitta	3	7	1	3	Hattobalaha creek, do	....	
Tihoyotabe	10	3	2	2	Apotoli creek, west side,	....	
Kashonaishtikabi	1½	1	1	....	do do	....	
Capt. Holihtanokabi	13	9	2	3	Oklakchito, (name of place,) west side	160	
Lapitta	12	18	5	6	Hassolawi creek, east side	160	Good land and good water.
Eyanta (widow of Kanolika)	3	4	1	1	Oktobiha creek, west side	....	Land poor.
Hoppaii	5	6	2	2	Chickasawhay river, do	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ishtonakhopaii	3	7	2	1	Chickasawhay river, west side	....	
Shapha (widow)	1½	6	2	3	Colla, (name of place,) do	....	
Tashkahimilta	4	8	1	3	do do	....	Land tolerable.
Samuel Mosely	2	4	1	2	do do	....	
Sholashhoma	5	6	1	2	Okaaiishko, (name of place,) west side	....	
Paiimataha	23	18	5	4	Bissabak creek, north side	320	
Onarke (widow of Tishohikabi)	....	1	....	....	do do	....	
Tihekabi	12	12	2	4	Bokhoma branch, west side	160	
Okchanakahoma	....	8	2	1	Head do north side	....	
Kashonaishtikabi	4	4	1	2	Oktakchito, (name of place,) north side,	....	
Yoshohika	....	5	1	3	do do	....	
Anderson	4	4	1	2	Head of Bokhoma branch do	....	Poor land, good water.
Capt. Nahomastibi	8	7	1	3	Chickasawhay river, east side	....	Land poor (pine.)
David Wainer	....	2	1	....	Halatka creek, south side	....	
Poshocheya	3	6	1	2	Chickasawhay river, west side	....	
Tishoachahbi	5	7	1	1	do do	....	
Holahtoklabi	6	10	2	3	do do	....	
Big Meat	6	7	1	3	do east side	....	
Loui Lucas	8	7	2	3	do do	....	
Big Shoe-make	12	4	2	1	do do	160	
Sakitabi	....	7	2	3	do do	....	
Sayakaabi	12	6	3	2	do do	160	
Simon Peter	20	4	2	1	do do	....	
Louie		8	3	2	do do	320	
Tuscona, (widow of Parshukala)	7	3	1	1	do do	....	
John Cammels	4	3	1	1	do do	....	
Atonahacho	....	5	1	3	do do	....	
Capt. Hopaiahoma	12	16	3	6	Bokhoma branch, east side	480	Land tolerable.
Kashonachabi	....	10	3	3	do do	....	
Ittalohnochi	5	4	1	2	Shobotta creek, do	80	
Williams Williams	....	10	1	1	do do	....	
Tushkimaiyubi	2	3	1	....	do	80	
Malitayo	3	4	2	....	do	80	
Tishohimitta	1½	5	1	3	do	....	
Shaphemastabi	10	8	2	3	do east side	80	
Lokatonabi	3	10	1	5	Oktakchito, (name of place,) east side	80	Land good.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Captain Lakto	8	5	1	2	Bokhoma branch, east side	400	Capt.] The chief gave this man in as captain.
Hearkatube	9	9	1	5	do do	80	Good land.
Capt. Heshabi	6	5	1	2	Chickasawhay river, do	....	Poor land.
Ishtonakemiko	8	10	3	3	Shobatta creek	....	do prairie.
Holihtahona	3	6	2	3	Chickasawhay river, east side		
Mingohoyopa	10	7	2	2	Shepiki creek, north side	....	Land tolerable.
Tapinishtayabi		10	1	4	Pactochutto creek		
Nokowahoma	12	4	1	2	do	160	
Polly (woman)		6	....	2	do		
Ipayahoma	1	5	1	3	do		
Chamimataha	2	6	1	....	Chickasawhay river, east side	....	Poor land.
Mintyhoyo (widow of Oklitchy)	5	5	1	1	do	....	
Parmbohle	2	3	1	1	do	....	
Ishtonoabi	4	9	3	3	do	....	
Koshahoma	1	3	1	1	do	....	
Poshitola	3	6	2	2	do	80	
Chillatahoma	10	11	3	4	do	....	
Capt. Ittotahoma	4	7	2	4	Ittishana creek, east side	400	Land poor.
Chillitayabi	2	4	1	1	Hottobalaha creek, south side	....	
Shima (woman)	....	3	....	1	Boktolokshi branch, do	....	
Imayasha	2	2	1	....	do do	....	
Chilitabe	2	6	1	2	Ittishana creek, west side	....	
Tikbalta	1	4	2	1	do east side	....	
Abitkucha	2	6	2	2	do south side	....	
Imissatona (woman)	2	4	1	....	do do	....	
Iyakatonabi	....	3	1	1	do north side	....	
Ittotenawa	4	9	2	3	Oktakchito creek	....	
Tomakka (widow of Tanapiishtika)	2	3	....	1	do	....	
Ilatahlahoma	2	9	2	4	do	....	Land poor, oak and pine.
Sintenowa	2	6	2	1	Hottobalaha creek	....	
Hoktitabe	....	5	1	2	do	....	
Hopia	2	6	2	2	Head of do	80	
Naholloimastabi	3	7	3	1	do	....	
Imachahabi	....	4	1	2	Falahanosi creek, south side	....	
Capt. Shikopalakna	1	13	3	6	Chokelissa creek, east side	....	Poor land, pine and oak.
Ittotechahabi	3	9	4	1	do west side	400	Capt.] The chief says this man is a captain.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ittotemastabe	1	7	2	3	Chokellissa creek	....	
Shikopaokchaya	3	10	1	4	do east side	....	Land tolerable.
Tashkahoma	4	11	5	3	do	....	
Atobotona, (widow of Chilitahoma)	2	6	1	3	do	80	
Shikopahoppaii	....	8	2	4	do	....	
Sintehollo	2	9	2	3	Boktolokshi creek, west side	....	Land poor.
Abitanowa	1	6	2	3	do do	....	Good land.
Tashkiyakayabi	3	4	1	2	Ittishanna creek, east side	....	Poor land.
Capt. Pisatachabi	5	6	1	3	Yakniachukna (name of place) pond	....	Poor land.
Ilbanokabi	6	7	2	4	do do	....	
Iyakchahoma	3	2	1	....	do do	....	
Haklotabe	2	6	2	2	do do	....	
Capt. Ilapishaya	....	3	1	1	do do	....	Land poor.
Tikbaheka	....	....	....	....	.. ..	....	This man refused to give in number of family.
Tashkekahacho	5	8	2	2	Ittehomahikia creek, east side	....	Land poor.
Imahoyo, (wid. of Pashishtonahoma)	1	6	....	3	Ittehomahekia creek, east side	....	
Hotayabi	3	6	2	2	do do	....	
Hiili, (woman)	1	3	1	1	Okchocma creek, south side	....	
Tashkolahta	9	5	1	3	Ittihommahikia creek, west side	....	
Capt. Ahokletabe	....	3	1	....	Yakneachokma, (name place)	....	Poor land.
Anowachabi	2	4	1	2	do do	....	
Kashanahoma	2	6	1	3	do do	....	
Pashishtomabi	....	6	2	2	do do	....	
Poshanowabe	12	5	2	2	do do	160	
Nanayabi	12	3	1	1	do do	160	
Achahtonabi	12	6	1	3	do do	160	Land poor—timber in abundance.
Tishonowatabi	12	10	5	1	do do	160	
Akucheha	3	5	2	2	do do	....	
Achetila	2	5	2	....	do do	....	
Yakmihtabe	2	2	....	....	do do	....	
Malilichabi	2	5	1	1	do do	....	
Nakiimachobi	10	6	2	3	do do	80	
Fechapotabi		4	....	2	do do	....	
Ahoyo	3	7	2	3	Ichitapa branch, south side	....	
Aholabi	2	5	1	3	Ichitapa branch, north side	....	
Holahtaemastabe	2	4	1	2	Sactichaha creek	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Iyakatabi	2	9	1	4	Sactichaha creek	....	
Achonaha	2	5	1	2	do	....	
Kanimota	3	2	1	....	Piniatalla creek	....	
Takbachahabi	2	5	1	3	do south side	....	
Ichayabi	1	3	2	....	do	....	
Tanapaya	3	5	1	2	do	....	
Capt. Onahaabi	12	7	1	3	Yakniachokma, (name of place)	160	Land tolerable.
Nakishtabe	....	2	1	....	do do	....	
Capt. Ibakahabi	2	6	2	2	do do	400	Capt.
Shekopahoma	5	7	1	1	Ichitapa branch, north side	....	
Ishtaheka	1	2	2	....	Talailmore creek, south side	....	Poor land.
Taboka	1	3	1	....	Bisakchakko creek, north side	....	
Capt. Kaniyohikabi, or Hitcharly	4	5	3	....	Oktakowi, (name of place)	400	Poor land.
Otakabi	1	5	1	2	Bokweshak	....	
Okchanahacho	6	9	4	2		80	
Atoka	3	12	3	3		....	
Wakayachabi	2	7	2	2	Hassolaweoskoma creek, east side	....	
Ichapotabi	1	10	4	4	do do	....	
Fallaposhahalkko	6	15	4	6	do do	....	
Okachitabi	2	13	3	5	Aissacheto, (name of place)	....	
Capt. Timahilabi	7	8	1	1	Chokkashalla creek, east side	....	Land tolerable.
Nakihoma	4	7	2	1	Ittihomahekia creek, west side	....	
Poshowakabi	3	5	1	2	Chokkahalla, east side	....	
Ishtopanabi	4	8	4	2	Okachalota branch, south side	....	
Lapishahacho	2	16	4	9	Bacha, (name place)	....	Land poor—good water.
Inoahoki	1	6	1	1	Wokachi, branch, south side	....	
Capt. Kashinahla	12	9	1	4	Chickasawhay river, east side	160	Land good.
Calvert Bradley	10	6	2	2	do	....	
Iltotipaya	3	6	1	4	do west side	....	Poor land.
Hoshishahoppaii		6	2	2	do	....	
Mastabe	2	3	1	....	do	....	
Hombabi	1	4	1	2	Chickasawhay river	....	Land poor.
Geo. McCan	7	9	2	4	do	....	
Joseph McCan	7	5	1	1	do	....	
Poshishtabe	4	8	2	1	do	....	
Levi Sampson	3	2	1	....	do	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ashkowakaya	9	6	2	2	Chickasawhay river,	....	
Kashonilabi	9	8	2	3	do east side	....	
Colonel	8	7	3	2	do	80	
Joseph Coco	6	8	3	1	do	....	
Pashohikabi	4	6	1	2	do	....	
Mastabi	5	3	1	....	do	....	
Poshachabi	4	7	3	3	Oktibiha creek, west side	....	
Ishtonakabi	8	8	2	3	do south side	....	
Natahabi	6	5	2	1	do	....	
Imahoyoki (widow of Ichahonea)	17	8	3	2	do north side	160	Land good.
Malatachabi	....	5	1	3	do	80	
Hishihomi	8	11	3	4	do	....	
Shaphahikabi	4	6	1	3	do	....	
Mingohommastobi	5	6	2	....	Chakki creek, east side	....	
Capt. Hopaiishtonaki	3	6	1	3	Showihomi creek, north side	400	Land tolerable.
Motahaposkosh	4	3	2	....	do	80	
Ihikatabi	4	8	1	3	do	80	
Molly, (widow of Hopaiotta.)	8	13	3	3	do	....	
Oponatabi	3	7	1	3	do	....	
Capt. Tashholato	....	6	2	2	Chickasawhay river, west side	320	Land poor.
Ibayishtabi	3	7	2	2	Suppotuk creek, north side	....	
Naholloimastabi	12	12	3	6	Hossolawi creek	160	
Ishhoyo, (widow of Mullatonahoma.)	2	4	....	2	Chickasawhay river, east side	....	
Nohawahoyo	1	7	1	3	do do	....	Land poor.
Chokabi	12	5	3	....	do do	160	
Tushokchaia	12	8	2	4	do do	160	
Tapinishtika	....	5	1	3	do	....	
Capt. Nukpallichbi	12	7	3	1	Tallaboke branch, north side	160	Good land.
Captainhomma	2	6	4	....	Chickasawhay river, east side	....	
Iahokatabi	2	8	1	5	do	....	Poor land—pine.
Yokahtabe	6	6	1	3	do	....	
Okchanakiya, (woman.)	1	2	...	....	do west side	....	
Tishonowa	1	6	2	2	do do	....	
Chilitabi	2	3	2	....	do	....	
Achahtika	4	5	1	2	Hatchusee creek, north side	....	
Fichikhoma	12	4	1	2	Chickasawhay river, east side	160	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Chidshoulderblade	3	7	2	2	Chickasawhay river, east side	....	
John and Phill	1	7	2	3	do	....	
Capt. John Lake	12	6	3	1	Tallaboke branch, north side	160	Land tolerable.
Bamboo	2	4	1	2	Chickasawhay river, west side	....	Poor land.
Yokatabi	2	6	1	3	do	....	
Jessee Cole	3	4	1	1	Tallaboke branch, north side	....	
Capt. John Cooper	....	6	2	3	Konappa creek, north side	....	Poor land.
Nitakimayabi	1	4	1	2	Chickasawhay river, west side	....	
Tapiochia	1	2	1	....	do	....	
Hoyopachobi	7	5	2	1	do	....	
Foppo, (widow)	3	5	1	1	do	....	
Ittotemastabi	30	6	3	2	do east side	480	
Mamby	....	7	2	2	do	....	
Hlopowahoma	3	15	3	6	Chickasawhay river	....	Poor land.
Hommachabi	3	5	1	3	do	....	
Tanapishtiyabe	7	3	1	1	Konappa creek, south side	....	
Pashahimmitta	8	8	1	3	do	....	
Tishowakaiya	3	5	2	2	do	....	
Nowa, (widow of Nitakachabi,)	....	5	1	1	do	....	
Shophemastabi	2	3	1	1	do	....	
William Ropes	7	2	1	....	do	....	
Hoyopahoma	7	4	2	1	do	....	
Okchanokahoma		2	1	....	do	....	
Nakotallabi	....	7	2	2	do north side	....	
Capt. Miertubbee	7	4	1	1	Buckaturna creek, west side	....	Poor land, well timbered.
Allen Yates	140	19	....	3	1 white, 12 slaves.] Pushcushpear creek, half a mile from white settlement	1,280	Provided for in supplement; two sections.
Ton Nickson	....	5	1	2		....	Poor land.
Ishtonerhomma	....	2	2	....	Tombigbee Tuskeytown, east side	....	
Tanapaya	7	6	1	2	Buckaturna creek, west side	....	
George May	3	3	1	1	do	....	Land tolerable.
William Fields	12	4	1	....	do	160	
Thomas Congo	14	5	2	2	do	160	
Lewis Congo	4	4	2	....	do west side	....	
Daniel Crabgrass	....	5	1	3	do	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
J. H. Nail	140	18	2	4	8 slaves.] Buckaturna creek, east side, on waters of Bigbee	1,280	Land good, (prairie,) provided in treaty.
Timiona, (widow)	....	4	1	1	do do	....	
Tahonar, (widow)	3	4	....	1	Achuckmar creek, south side	....	Poor land.
Capt. Big Ax	20	12	3	5	Tallahatta creek, west side, on military road	640	Land poor.
Nakhomahacho	12	11	3	3	do do	160	
Mingo	5	4	1	1	do do	....	
Imasha, (woman)	2	3	1	....	do do	....	
Hataya	....	1	1	....	do do	....	
Chakkalachi	7	12	6	2	Hlokalhli creek	80	do
Chalekatehe	4	8	2	5	Tallaahlia creek, north side	80	
Capt. Bob	2	11	5	4	Chaki creek, east side	400	Poor land, good water.
Ilatalahoma	2	4	2	1	Tallihata creek, west side	....	
Bob	1	11	3	2	do	....	
Akachatabi	2	12	5	3	do	....	
Imaya	½	4	1	1	do	....	
Abanaya	1	11	3	5	do	....	
Yashlakna	3	2	1	....	do	....	
Mahayaabi	....	5	1	3	do	....	
Illapishtaya	3	7	2	3	Head Talasha branch	80	
Shaokte, (widow)	....	6	1	2	do	....	
Iyahatabe	4	17	7	2	Talasha creek, west side	....	
Pabohli	1	9	3	3	Chaki creek, east side	....	
Tihlli	10	6	3	....	do	....	
Atobbi	2	7	1	4	do	....	Land good.
Chahahabi	4	8	3	1	do east side	....	Land poor.
Kashihoki, (widow of Patoabi)	....	4	....	1	do	....	
Imonahoki, (widow)	....	5	1	1	do	....	
Ilonatabe	1	8	2	2	Talahata creek, west side	....	Poor land, good water.
Oaithekiya	3	12	5	4	do	....	
Chali	4	6	1	3	do	....	
Holitahakaaibi	....	11	2	4	do	....	
Atomoye	2	6	1	2	do	....	
Onabi	4	8	2	2	do	....	
Onnachabi	....	8	3	2	do	....	
Jim	1	6	2	1	do	....	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Onachiotta	....	6	2	1	Talahata creek,	....	
Iyashtabi	½	7	....	1	do	....	
Hocha	....	22	6	4	Takitlapali creek, east side	....	Poor land.
Illihoyoabi	....	10	4	1	do	....	
Naknihati	1	5	1	....	Talitahka creek	....	
Hliyolitabi	1	4	1	....	do	....	Good land.
Mr. Woolf	1	7	3	1	do west side	....	
Chalikki	2	9	3	4	Talahata creek, east side	....	
Oktatabi	....	2	1	....	Chika creek	....	
Iponna	2	14	4	3	Talahata creek west side	....	Poor land.
Miyachitabe	1	3	1	1	do	....	
Poshochiabi	....	8	3	1	Chaki creek, east side	....	
Bachatona (widow of Wachi)	1	8	....	4	Taliahata creek, west side	....	Land tolerable.
Tishoachabi	4	9	2	4	do	....	
Ilatabe	....	7	2	2	do	....	
Itotehoma	1	8	6	....	do	....	Good land.
Oklahatabi	2	6	2	2	do	....	Poor land.
	2	5	....	3	do	....	Would not give in their names.
	1	6	1	....	do	....	do do
Mahli, (widow)	4	6	1	1	do	....	Good land.
Tobaka	3	13	4	3	do	....	
Akanayaabi	4	5	3	....	Bokfalia creek, east side	....	
Imayachabi	2	13	2	4	do	....	Poor land.
Tommi, (widow)	3	4	1	....	do	....	
Ashalitabi	....	6	2	1	do west side	....	
Tanapoabi	1	5	2	1	do	....	
Oklatabi	3	10	3	1	do	....	
Achitona, (widow)	1	6	1	2	do	....	
Flint	3	11	4	3	do	....	
Nakiishtana	5	14	5	2	Talahata creek, east side	....	
James	....	6	2	1	do do	....	Poor land, well timbered.
Potabi	6	8	2	3	do	....	
Nepolli	2	3	1	1	do	....	
Tikbahotabi	1	7	2	3	do	....	
Imayachi	5	13	6	2	do east side	....	do do
Capt. Imoklashahoma	8	11	3	2	Hachotakni creek, east side	400	Good land.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Hoyopahocho	10	11	3	2	Okchaha creek	80	Land poor.
Tomahatubbee	2	3	1	....	do	80	Good land.
Pahokti	12	14	2	6	Hachotakni creek, west side	160	
Imihachi	12	8	2	3	Bokfalia creek	160	
Onachi	2	2	1	....	Yakniolla branch, east side	....	
Ishtonopoli	2	2	1	....	do	....	Poor land.
Nokanitabi	3	3	2	....	do	....	
Imalpisa	2	3	1	1	do west side	....	
Isaac	2	9	2	4	Oskoba branch, north side	....	Land tolerable.
Kashona	12	6	1	2	do east side	160	
Shanaorbi	5	7	2	3	Alligator creek, west side	....	Good land.
Tashanowa	7	6	1	3	Okilosa creek, north side	....	Poor land.
Capt. Koahoma	12	10	2	3	Pante creek, south side	480	do
Tashahimita	2	6	1	5	do	....	
Imahoka, (widow)	7	1	....	....	do	80	
Pamingo	2	9	2	4	do	80	Good land.
Ihayaka	2	5	1	3	Shakbawa creek, Bigbee, west side	....	
George Clarke	40	6	....	2	1 white.] do do south side	480	
Capt. Kashonachabi	12	8	1	5	Oskoba branch, east side	160	do
Ashetabi	2	6	1	4	do	....	
Iyahatabi	7	7	1	4	Hacholakni creek, west side	....	
Imathtaya	6	7	....	3	Bokfoka creek	80	
Capt. Redcedar	8	16	2	9	Panta creek, or Tasana	400	Poor land.
Pahlechabe	5	8	2	1	Suktalamana branch, north side	80	
Capt. Nitlahoma	12	4	2	....	Okelasa creek, north side	480	Good land.
Tohpaka, (widow)	2	7	2	....	Kochalbsha creek	80	
Ishetwakabe	9	7	2	1	Okalosa creek	80	
Pashishtabi	23	21	4	10	do	320	
Holabi	6	6	1	1	do	80	
Toklotabl	....	6	2	2	do	....	
Cap Hopaiatabi	20	10	2	5	Patkechi creek, east side	640	Poor land.
Hoki, (widow)	....	7	1	2	Okelosa creek, west-side	....	Land tolerable.
Ayokoma, (woman)	35	2	1	....	do	480	
Iyatona,	....	6	1	3	do	....	
Nowartona, (woman)	....	4	....	1	do west side	....	
Ishtimolahoki, (widow)	2	3	2	....	do north side	80	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Chakapaabi	2	2	2	....	Reed branch, north side	....	
Onachetabi	2	3	1	1	Okelosa creek, do	....	
Ishtonachi, (wid. of Chahtaishonaki)	10	3	....	....	do south side	80	
Hamo	12	5	....	2	Patkachi creek, north side	160	
Hoyopahoma	....	5	1	1	do east side	....	
Nanaabi	1	5	1	3	do west side	....	
Oklanowa	5	2	1	....	do east side	80	
Tohona, (widow)	6	6	2	1	do do	80	
Capt. Pashahoma	8	7	3	2	Panta creek, north side	400	Land tolerable.
George Hunter,	....	5	....	....	1 white.] do do	....	Provided for in supplement—½ section.
Kapatanehimta	6	5	1	1	do do	....	Poor land.
Poshimastabi	25	14	1	10	Wooden Hog creek, east side	320	
Pisahotabi	5	3	1	1	do west side	....	Poor land.
Elachitubbee	....	3	1	....	Crying Goose settlement	....	
Imahobatubbee	....	2	1	....		....	
Oholtinah	....	4	1	....		....	
Istiina, (widow	....	3	2	....		....	
Istahoyo do	....	5	....	....		....	
Toheah do	....	3	....	....		....	
Imistonah do	....	2	....	....		....	
Capt. P. Juzan	....	1	1	....	Tombigbee, west side	1,280	Provided for in supplement of 2 sects.
Tushochilata	2	6	1	2	Panta creek, north side	80	Land poor.
Shotikachabi	3	7	3	2	do do	....	
Hachetabi	4	7	1	3	do do	....	
Ahniyo, (woman)	4	2	....	1	do do	....	
Ishtonahe, do	1	1	....	....	do do	....	This woman is deaf and dumb.
Hopaishtonnaki	15	9	1	5	Last-horse creek, north side	160	Land poor.
Tuppanahoma	....	10	3	5	do do	1,280	Provided for in treaty of 2 sections.
Charles Juzan	....	26	2	....	1 white, 20 slaves, Tombigbee river,	1,280	Benachitta; Tombigbee bluff, 2 sects.
Shanke, (woman)	12	1	....	....	Tombigbee river, north side	160	Good land.
Mingomastabe	2	6	2	3	do south side	80	Poor land.
Natona, (woman)	2	1	....	....	do do	80	
Oklahoma	6	13	1	5	do do	960	Provided for in supplement of ½ sects.
Tashkahoma	7	11	2	6	Panta creek, do	80	
Tapanishteka	....	7	1	3	do do	....	
Pachok, or Pahacho	5	2	1	....	do north side	80	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Abaheloha	9	12	4	3	Panta creek, west side	80	
Rebecca Bond, (wid. of Jno. Bond.)	....	7	2	2	2 slaves.] Tombigbee, Tiyakya bluff	....	Provided for in supplement of 1½ sects.
Westly Train	....	6	1	1	3 slaves.] Shoknacha creek, and west side of Tombigbee	....	do do 1 do
Capt'n Eyarhochurparye	17	18	4	5	Pante creek, north side	1,280	Provided for in treaty of 2 sects.
Kashoninata	7	15	2	6	do do	80	Land Poor.
Tishonakaya	4	5	1	2	do do	....	
Onnatima, (widow of Chillatabe.)	9	5	3	....	do do	80	Good land.
Oklanowachi	....	6	2	2	Head Pante creek, north side	....	
Okakatabe	½	12	6	2	do do	....	
Imaklashahopai	11	9	3	3	do do	80	
Hoshishimataha	8	9	3	3	Wooden Hog creek, west side	80	Poor land.
Cap Pisahokatabi	6	13	2	6	Pante creek, east side	400	Good land.
Pashonoabi	2	7	1	3	do south side	....	
Kshahoma	3	12	3	5	do do	80	
Hoyopimahoma	1	5	1	6	Head of Suktelamala branch	....	Poor land.
Hoyoke (widow)	4	9	3	3	Head of Pante creek	....	
Oklaimthoya (widow)	14	9	2	1	do do west side	160	Good land.
Red Cane	3	5	1	2	Wooden Hog creek, east side	....	Poor land.
Hoyopaayochabi	....	4	1	2	do	....	
Hoshaastabi	6	7	2	3	Halaaplka creek, west side	....	
Holattahoke (widow)	....	7	1	1	do do	....	
Capt. Tashiyahallatta	20	8	2	3	Talmonle creek, west side	640	Good land.
Wakatabi	12	3	1	1	do do	160	
Toka (widow of Ipahoma)	10	6	....	3	Pante creek, west side	80	Poor land.
Kashonahoyo (widow)	....	6	....	2	do do	....	
Wakayomi (widow)	1	2	....	....	do do	....	
Shema (widow of Ilatabemastabe)	4	5	1	1	Wooden Hog creek, east side	80	
Ishtamnoabi	7	4	1	1	do do	80	
Achokmalletabi	4	2	1	....	Standing White Oak creek, north side	80	
Topinahocha	12	7	2	4	Wooden Hog creek, east side,	160	
Shatayo (widow)	14	5	....	3	Apillilok creek, west side	160	
Capt. Chahtamitaha	18	1	....	....	Standing White Oak creek, west side	480	Tolerable good land.
Pahokti (widow)	15	5	1	2	Wooden Hog creek, east side	160	
Tashkaimahabi	3	6	1	3	Standing White Oak creek, north side,	....	Poor land.
Atobitona (widow)	12	10	3	5	do do	160	

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Timma	4	4	1	2	Standing White Oak creek	....	
Tiyo (widow of Ibafaka)	10	8	2	2	do	80	
Hatona (widow of Pashhomabi)	4	9	....	3	do	....	
Ayena (widow of Poshohakabi)	14	15	4	6	do	160	
Ohaheyo (widow)	....	5	1	1	do	....	
Ibsatabi	5	10	1	6	do	80	
Tashomoa	½	6	1	4	do	....	
Shama (widow)	10	7	1	3	do north side	80	
Ibaishi	4	7	2	5	do	80	
Ishpaniabi	1	1	1	....	do	....	
Talamatambi	1	4	1	2	do	....	
Ikleabi	9	6	1	1	do south side	....	
Hoyo (widow)	4	5	2	1	do	....	
Anopotabi	10	7	1	3	do	....	
Ahaatabi	1	4	1	2	do north side	....	
Onatokchaya	7	5	1	1	do	....	
Ahobatona (widow of Hosheshchoma)	7	4	1	1	do	....	
Onaima	5	3	....	1	do	....	
Iyahoki (widow of Folota)	1	4	2	....	do	....	
Tanapiyahoma	4	4	1	2	do west side	....	
Tishohomastabi	3	5	1	2	do	....	
Hayakatona	3	5	....	2	do	....	
Ayachahoma	4	5	1	3	do north side	....	Good land.
Wakatima (widow of Red Wolf)	5	4	....	1	do	....	
Capt. Atoklabitashka	14	9	2	4	Appillibok creek, south side	160	Land tolerable.
Ikayokpa (widow of Jyakbi)	....	4	1	....	Kalaaplk, or Karlararpaln branch, south side	....	
Hikapbi	4	6	1	3	Apillibok creek, west side	....	
Koshahoma	11	9	3	2	do north side	80	Good land.
Capt. Hopaihemata	12	16	4	6	Naniabi creek, north side	480	Poor land.
Ishtimihatona (widow)	23	15	1	8	do west side	320	
Ishtonakahoma	2	6	2	3	do	80	Good land and good water.
Tishohopaii	9	12	3	4	do west side	80	
Capt. Asetahoma	....	10	1	4	Chokatalbi creek	320	Poor land.
Nakiishtasha	12	12	4	4	do north side	160	Poor land.
Achiyahoma	2	8	2	3	do do	80	
Iyaishtonaabi	5	5	1	1	do do	80	Good land.

No. 1.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Onnaachabi	5	7	1	3	Head Tasaha creek	....	
Hopaiyihoma	15	6	3	2	do	160	
Kochatima (widow)	5	5	3	1	do	80	
Nowaachabi	....	4	1	2	do	....	
Hotema (woman)	....	4	....	1	do	....	
Hoteya (widow)	3	3	2	....	do north side	....	
Poshanowa	1	3	1	1	Tosaba creek	....	
Chiletahopai	2	6	1	3	do south side	80	
Anotiya (widow)	23	11	3	2	do east side	320	
Tamaiahokti (widow)	12	7	2	2	Tontabbee creek, south side	160	
Onnahatta	2	6	1	2	Hall macha, north side	....	
Kahlishi	1	6	1	3	do creek, north side	....	
Tishopaya	12	8	3	2	do do	160	Poor land.
Tasahahoma	40	11	3	4	Okchinaon Tombigbee, west side	480	Good land.
Z. Breshears, sen.	50	21	....	1	1 white, 14 slaves, } Blk. Bluff Tombigbee	640	
Nitachachii, chief of southern dist.	35	19	5	6	1 white.] Patkachi creek, east side	2,560	Provided for in treaty of 4 sections.
	3,690	5,112	1,359	1,582	14 whites and 62 slaves in this district.	49,920	

No. 2.

MUSHULATUBBE.

A list of the captains entitled to the additional half section, under the nineteenth article of treaty, in Mushulatubbe's district.

Names.	Number of acres cultivated.	Entitled as captains.	Total number of acres.
Holabe	14	320	480
Adam Fulsom	20	320	640
Joseph Kincade	22	320	640
Suba, or Horse	9	320	320
Talking Warrior	12	320	480
Pistabe	10	320	320
Kochoma	14	320	480
Tanahacho	6	320	320
Isaac James	20	320	640
Sockatubbee	15	320	480
Hoshehoma	12	320	480
Immeleche	14	320	480
Atamemastubbe	12	320	480
Holba	15	320	480
Nashbanawa	14	320	480
Tushkahacho	7	320	320
Jerry Fulsom	30	320	800
Matabee	13	320	480
Stonakehega	7	320	320
Lowachubbe	14	320	480
John Ward	30	320	800
Hockloontubbe	14	320	480
Hoshopia	8	320	320
Howatubbe	8	320	320
Halala	5	320	320
Ochinchahoma	12	320	480
Tishosheleta	10	320	320
Shapanshahubbee	6	320	320
Oshchoma	6	320	320
Oshasheopia	3	320	320

I do hereby certify that the above-named persons were captains in my district at the time of the treaty made at Dancing Rabbit creek, on the 25th September, 1830, and that a list of their names were furnished by me to F. W. Armstrong, when called on, for the purpose of allowing the additional half sections, as provided for in the treaty.

Done at the agency, on the 4th September, 1831.

MUSHULATUBBEE, his × mark.

Teste: W. Ward, *Agent C. N.*
John Pitchlynn, *Interpreter U. S.*

No. 2.—FORM OF A RETURN.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Captain Matubbe	13	6	1	2	Waters of Big Black, three miles, Aikhunna.	160	Land poor.
Famoontubbe	2	7	1	4	Trim Cane Creek	....	do
Lapaha, (woman,)	5	5	....	3	.....	....	do
Chokonioka, (woman,)	7	8	2	4	.....	....	do
Attotubbe	8	5	1	3	Waters of Big Black	80	Land tolerable.
Attogoah	8	8	1	3	do	...	Poor land.
Onimesha	1	7	....	6	do	....	do
Haaha	12	9	1	4	Pigeon roosts on the old Natchez road	160	Land tolerable, and water.
Kanawtubbe	....	3	1	1	Near the P. roosts do	....	Poor land.
Shirklaloga	5	10	4	3	do do do	....	do
Charles Milton	6	3	1	1	Aikhunna	....	Has been occupied as a missionary station: a well of good water.
Tick	5	4	....	3	Adjoins Aikunna	80	Poor land.
Lomatubbe	5	4	...	1	Biawyah creek	....	do
Miesubbe	12	6	2	2	do	160	do
Mechijah	5	7	2	4	do	....	Land tolerable; a good spring.
Kekatchah	1	3	1	....	Waters of Big Black	....	do
Walubbe	4	6	1	4	do	....	do
Onantubbe	2	8	1	2	do	....	Poor land.
Lafetubbe	6	8	2	3	Big Black Swamp, head waters	....	do
Kagetubbe	12	9	3	3	do head this district	160	do
Elachietubbe	4	7	2	3	do do	....	do
Mayhar	12	19	6	7	Trim Cane, south of Big Black Swamp	160	Land very poor.
Immanotubbe	2	9	2	4	do do	....	do head waters of Big Black.
Hiakatubbe	2	6	3	1	do do	....	do do
Hushwaabbe	3	6	3	1	do do	....	do do
Pahantubbe	14	10	4	3	Head waters of Big Black	160	Land good.
Laurabbe	4	5	2	2	do do	80	Poor land.
Nahapoah	2	5	2	2	do do	80	do
Rapapohingifa	3	5	1	1	do do	....	do
Oyopahooma	2	12	3	5	do do	....	do
Ahastena	3	4	1	....	do do	....	do
Billy Velvin	4	12	1	6	do do	....	do
Hopotah	5	7	2	5	do do	....	do
Anopaser	1	8	2	5	do do	....	do
Iiminter	7	12	3	7	do do	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Capt. Isaac Folsom	20	9	3	4	Noshechia creek	320	Poor land.
John Moore	30	9	....	4	1 white.] On the old Natchez road	480	do
George Folsom	....	3	1	1	Noshechia creek	....	Blacksmith; no field.
Arbarlatubbe	2	4	1	2	do	80	Good land.
Silas Bohannan	6	4	1	1	do	80	do
Jacob Folsom	2	2	1	....	do	320	Provided for, half section, in treaty.
Samuel McGhee	5	7	1	4	Hashabatalia	....	Good land.
Tonabbe	25	6	1	....	1 slave.] Hashabatalia	320	Good farm: good land and good water, for this country.
Issefone, (due bois,)	6	3	2	....	Hasbabatalia	....	Land tolerable; prairie.
Ishmaubbe	7	5	1	2	do	....	do
Toshowa	3	10	2	5	do	....	do
Kanjatubbe	3	5	2	2	Bywyah creek, North agency	....	Land tolerable; no water.
Tarta	4	8	1	4	do do	....	Land tolerable; hickory and walnut; no water.
Ahoba, (a deaf man,)	7	6	3	....	do 12 miles N. E. of Mahew	....	do do
Moheka	2	8	3	4	do Bywyah	....	do do bad water.
Widow Hudson	5	6	1	3	do do	....	do do tolerable good water.
James Hudson	3	1	1	....	do do	....	do do do
Waochina, (American,)	2	10	4	2	do do	....	do do do
Mishimiah	3	3	2	....	do do	80	do do do
Ontahoya, (woman,)	3	6	2	1	Hashabatala	....	Land tolerable.
Hotienah, (widow,)	5	2	....	....	Trim cane, (standing pine,)	....	do water bad.
Nicholas Cochinear	4	4	1	2	do do	....	Good land.
Aypalithka	4	4	1	2	Okichillowa, 8 miles W. agency	....	do
Armanta	....	3	1	1	do do	....	Land good around, works none.
Shukhatah	4	7	3	3	do do	....	do no water.
Stemefitcha	2	6	2	2	do do	....	do do
Robert Folsom	30	11	2	5	2 slaves.] Trim Cane, near Ebrin	480	Good land.
Tohabincha	....	5	2	2	Near Pigeon roost	....	Poor land.
Oklayahubbe	....	4	1	2	do	....	do
Immihea	....	7	1	4	Near Hebrin, Mis., 12 miles N. agency	....	Good land around.
Jos. Keene, (white man,)	10	....	....	....	1 white.] Cultivates a field of R. Folsom's	....	A blacksmith; white family.
Ishtimihogah, (wid.)	2	3	1	1	Near Hebrin	....	Good land.
Molly Jones	....	2	....	1	do	....	do
Mingohopia, (doctor,)	3	10	4	5	do two miles from Hebrin	80	do
Sampson	3	7	2	2	do adjoins	....	do no water.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Nautana, (widow,)	20	9	3	3	Near Hebrin, one mile from Hebrin	320	Calvin Cushman certifies, to the best of his knowledge, that there is twenty acres in the field of Nautana, before Col. Ward, the agent.
Eliah, (widow,)	1	2	....	1	Trim Cane	....	Prairie land; good.
John Folsom	14	8	3	4	do	160	Cane bottoms.
Widow Radford	6	3	1	....	do	80	do
A. Robinson, (white man,)	8	6	1	....	1 white.] Head of Trim Cane, three miles from Mayhew	....	Good land.
Noah Walls, (white man,)	50	7	....	2	1 white & 1 black.] Adjoins Mayhew, 1 mile.	960	Provided for, a section and half, in treaty.
J. Campbell, (white man,)	....	3	....	2	1 white.]	960	Provided for in the treaty; lived at that time near the agency, but has moved.
Ishkona	....	5	1	1	Near Mayhew	....	No field.
Joseph Dukes	....	3	1	1	Lives at Maylin's	....	Labored with the missionaries; has no home but this.
Giles Thompson	10	5	....	....	Adjoins Maylin's, south	....	Provided for in treaty; good land; prairie.
Etiminola	3	5	1	3	Pine village	....	Poor land.
Fitzchubbe	....	1	1	....	One mile from the agency; himself	....	do
Isaac Watson	3	4	....	2	1 white.] Trim Cane	....	do
Capt. Adam Folsom	20	10	3	6	Noshichia, near Chickasaw line	640	do
William Folsom	3	4	1	2	do do	80	do
Charles Tappan	6	4	1	2	Trim Cane	....	do
Ponubbe	4	8	1	3	Hashabatalia	....	Land tolerable.
Ishwokia	5	8	1	5	do	80	do
Shame Folsom	5	8	1	4	do	80	do
Mashuchubbe	1	3	1	1	Near Hebrin	....	do
Nieotubbe	3	10	5	3	do	....	do
Ahlomah	1½	5	1	2	do	....	do
Slakofeentubbe	2	9	2	5	do	....	Poor land.
Andrew Jackson	....	3	1	1	Lived at Mayhew; has no field	....	do
Thomas Walls, (half breed,)	18	1	1	....	3 whites.] 3 miles from Mayhew's worked by white men	960	Land tolerable; provided for in the name of Thomas Garland.
Yuskaatubbee, sen.	2	6	2	3	4 miles, agency Choctaw settlement	....	Land tolerable.
Shumpalubbe	6	8	3	4	Beaver creek, 7 miles, N. agency	....	do
Netuachachee	4	7	3	3	Hoktakchico W. agency, 8 miles	....	Poor land.
Isaac Jones	7	5	1	2	Adjoins Laflore's, near L. Perry's	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Immachubbe	2	5	2	....	Adjoins Laflore's, near L. Perry's	....	Land poor.
Owatubbe	10	6	2	3	Near J. Terryl's, Laflore's line	80	Land tolerable.
Tishopamba	3	9	1	4	Near the old Natchez trace line	....	Land poor.
Tomingah	2	15	3	6	On the old Natchez trace line, near the chilim.	....	do
Momatubbbe	12	5	1	2	Noshechia	160	Land tolerable.
George Williams	4	3	1	1	Noshechia creek	....	do water bad.
Polly Folsom	12	5	2	....	do	160	do widow of E. Folsom, deceased.
Widow Beans	13	7	2	2	do	160	do
George Hudson	2	5	1	....	do	80	do
Hetty Folsom, (or Beans)	2	7	....	5	do	....	do
Ishmaubbee	1	5	1	3	do	....	do
Iohtomamanci, (widow)	3	7	2	2	do	....	do
Samuel Folsom, jr	4	4	2	1	do	....	do
Tocubbe	15	8	3	3	Oxnoxebi	160	do
Capt. Jos. Kincade	22	11	3	5	1 slave.] Tibe line, between Choctaw and Chickasaw	640	Land tolerable, waters of Tombecbe.
Tuskaatoker	8	15	4	1	do do	....	do do
Tipka	2	6	1	4	do do	80	do do
Ematoga	2	3	1	1	do do	....	do do
Nenukubbe	1	2	1	....	do do	....	do do
Charles Debrell, (white man)	....	4	....	....	1 white.] do do	....	Lived in Tennessee when the treaty was made; returned and worked this place; he now has 15 acres in cultivation: not allowed.
Apahah	8	8	3	3	Tibe	80	Land tolerable.
Opiaah	2	9	1	4	do	....	do
Itabola	....	5	1	2	do	....	do
Tuscumastubbe	2	4	....	....	do	....	do
Calvin H. Howell, (white man)	100	3	....	....	5 whites.] Including Joseph Pitz and family. Mouth of Tibe or Tombecbe	640	
John Pitchlynn, (U. S. interpreter)	200	9	2	6	50 slaves, 1 white.] On the Robinson road, 4 miles from Columbus	1,280	Fine prairie; provided for in treaty.
Samuel Garland	60	3	1	2	7 slaves.] Three miles from Columbus, on the Robinson road	640	Very rich prairie; provided for in treaty.
Thomas Evans	....	....	....	....	7 in family.] All white, lives with John Pitchlynn, overseer for John Pitchlynn	1,280	
Peter Pitchlynn	90	5	1	3	10 slaves.] Near the Robinson road	1,280	Fine prairie; provided for in treaty.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under ten years.	Locality of farms.	Total No. of acres.	General remarks.
Isaac Bradberry and William Hurly	....	....	....	....	7 in family.] Live at John Pitchlynn, jr's. place, 3 miles from Columbus	....	Pitchlynn has been killed by the Indians since the treaty was made.
Talihoma	6	17	4	6	Tombecbe, above Tonag's bluff	....	Land tolerable.
Eli Locklear	....	6	1	4	do do	....	No field.
Tuskinuma	4	6	2	2	Catapa	....	Land tolerable.
Capt. Koahoma	14	10	4	3	Catawpa	480	do
Tonapia	2	6	3	1	do	....	do
Nikalishta	2	3	2	....	do	....	do
Hotana	6	8	2	3	do	80	do
Yokatubbee	7	10	2	1	do	80	do
Mokiatubbe	2	9	2	4	do	....	do
Ishmykiah	5	2	1	....	do	80	Land tolerable.
Ishtihoah	2	2	1	1	do	....	do
Tishhatubbee	....	5	2	1	do	....	Good land around, no field.
Mahatiah	8	1	1	....	Tombigbee, above Young's bluff	....	do do
Tikane	3	6	1	3	Catawpa	....	do do
Notatugalo	2	2	3	7	do	....	do do
Iakkia	2	3	1	....	do	....	do do
Adam James	10	9	2	4	Land creek, south Robinson road	....	Land tolerable.
Capt. Stonokehejo	7	9	3	....	North of the Robinson road, 4 miles from agency	320	Land second quality.
Tukahalah	9	12	3	5	North of the Robinson road, 6 miles N. W. from agency	....	Good land, hickory and oak.
Holubbe	20	5	2	1	North of Ikhersherbaha, 5 miles from agency	320	do and a good spring.
Talahooma	15	6	3	....	Adjoins a good place and water	160	do do
Tuskaatwa	6	9	3	4	do do	80	do do
Lahwah	8	7	1	5	Adjoins the good spring Ikersherba	....	do do
Mahatubbe	39	9	2	5	1 mile from the spring above	480	Good hickory and oak land.
Huchatah	8	4	1	2	4 miles N. agency	....	do do
Jack Jenkins, (Indian)	15	5	1	3	On the Robinson road, 1 mile east agency	160	do do
Huskunelubbe	7	11	4	3	3 miles north agency	80	Good land.
Bistoonah, (widow)	1	1	....	....	do do	....	do
Tapubbe	2	3	1	1	do do 1 mile from Col. Folsom's	....	do
Athoyyotubbe	2	7	2	2	Oxnoxeby, S. R. road, 3 miles agency	....	Poor land.
Canama, (comp.)	8	2	1	....	do near military road	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Istambah	5	4	1	2	Chilepoota, near military road	80	Poor land.
Capt. Houlbah	15	9	3	3	2 miles north agency	480	Land tolerable.
Hokilajah	16	11	2	5	3 do	160	do
Hoatamba	1	3	1	....	1½ do	....	do
Isaac Jones	2	9	4	4	1½ do	80	do
Ashshelintubbe	1	11	3	8	2 do	....	Poor land.
Petamoonla	3	9	3	4	Hukchumaboomfa, near agency	....	do
Opalah	9	8	4	1	do do	....	Land tolerable.
Billy Jones	10	9	2	3	Soth Robinson road, Oxnoxeby	....	do
Widow Jones	1	2	....	1	do do	....	do
Tennessee Jones	2	4	....	3	do do	....	do
Meles Mackay	....	2	1	....	His father says the place Winham lives on belongs to his son; it is the same place where Mid. Mackay lived on at the time of the treaty	....	do
Ahfama	10	12	3	6	2 miles north Robinson road, near Col. Folsom's; belongs to Ochinchahoma's company.	80	Good land.
Onahoka	....	4	1	2	Oxnoxeby, west side, no field	....	Poor land.
Tikboontubbe	2	5	2	2	do do	....	Land tolerable.
John Jones	8	12	3	5	1 slave.] Do 6 miles Robinson road	....	do
Capt. Ochinchahooma	12	12	4	4	½ mile north Robinson road, near Col. Folsom's.	480	Good land and no water.
Hulantubbe	16	6	2	4	Hickersherbaha	160	Good oak and hickory land.
Ishmamba	1½	4	1	2	Yanillo creek, 4 miles N. W. agency	....	do
Emukatubbe	4	6	2	3	do do	....	do
Hotantubbe	6	10	4	4	do do	....	Land tolerable.
Stuwakah, (widow)	7	6	3	2	do do	80	do
Chukahooma	6	9	2	5	do do	80	do
Hotasha	5	14	3	4	do village, 4 miles agency	....	do
William Windham	20	....	....	....		....	This is the place Middleton Mackay, U. S. interpreter, lived at when the treaty was made; he has since moved to the prairie, and says the place belongs to him. Provided for in the treaty.
Ahtugalantubbe	3	7	2	2	Beaver creek, 6 miles W. agency	....	Land tolerable.
Sintahoomah	1½	5	3	1	do do	....	do
Aslapahoomah	3	2	2	....	Tibbe waters Tombecbe	....	Poor land.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Shokehooma	2	6	3	....	Oxnoxeby, west agency	....	Poor land.
Poshemsholubbe	4	8	3	3	4 miles east agency	80	Tolerable good land.
Cheletah	5	7	1	5	2 miles north of Col. Folsom's R. road	....	do
Eglenubbe	20	7	2	1	2 miles southeast agency	320	do
James McClure	15	14	2	9	½ mile north Robinson's road, near Folsom's	160	Good land; no water.
Onatamba	....	4	1	2	½ mile agency	....	do
John Mullin	....	4	....	2	2 mile agency; a new place since the treaty	....	do
Tobijah	2	4	1	2	Adjoins	80	
Kintahooma, (Red Bear)	4	7	3	1	Near the agency	....	Land tolerable.
Tiseakubbe	6	7	1	4	Ashshuko	....	do
Okliijah	....	6	2	2	do	....	do
Tashubbe	2	5	1	1	8 miles agency	....	do
Capt. Talking Warrior	12	8	3	2	On the Robinson road, 3 miles from agency	480	Field in the swamp.
Yatubbe	1	9	3	3	Oxnoxeby, north side	....	Poor land.
Poumfah	2	8	3	1	do	....	do
Shekobah	4	13	4	5	Tibbe, north agency, 10 miles village	....	do
Iishkamah	1	8	3	2	do do	....	do
Tukalotubbe	4	3	1	1	Oxnoxeby	....	do
Hoshemastubbe	5	5	4	....	do northwest agency, 7 miles	80	do
Phalamoontubbe	3	5	2	1	do do 10 miles	....	do
Samuel Jones, jr	1	6	1	3	do do	....	do
Apasatubbe	4	5	1	3	do 13 miles agency	....	do
Capt. John Wade	30	12	6	5	On Robinson road, ½ mile from Laploon's line	800	Poor land.
Atokonotubbe	2	1	1	....	Oxnoxeby fork	....	do
Shokahooma, (Red Hog)	4	9	4	3	Hookakola creek	80	do
Eatamba	3	9	2	4	do N. W. agency, 17 miles	....	do
Ytpitautubbe	4	7	1	4	do	....	do
Netuktahubbee	12	13	5	4	do	160	Land tolerable.
Onahojah	5	5	1	2	do	....	do
Owachubbe	7	8	2	4	Hurricane creek, (Ahpalecheto)	....	do
Pahhote	3	6	3	2	do adjoins	....	do
Ahtaha	12	12	3	3	1 mile from the Robinson road, near Wade's	160	Good bottom land.
Lomoteah	10	8	3	2	Adjoins do	80	do
Amos Frozier, (Indian)	4	7	1	4	do do	....	Land tolerable; pine and hickory.
Amaha	1	7	4	2	do do	....	do do
Nukusnowa	5	5	1	3	Robinson road	....	Poor land.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Hachokoma, (blind man)	1	5	1	....	Robinson road	....	Poor land.
Stephen Wood, (white man)	6	4	....	1	South R. road, Nanewya	....	do
Uwaka	3	7	3	2	Pineleaf village, 8 miles south R. road	....	do
Vicey Lucas	20	14	4	7	On the military road, head of Suckenarche	320	Land good, and water very good.
William Lucas	10	6	1	3	do do	....	do do
Jane Stearas	20	3	....	....	1 white.] Oxnoxeby married Russell since treaty	320	Poor land; some good prairie.
Horse Hunter	3	1	1	....	Okchumapala, (Tobacco creek)	80	Prairie around.
Chalatubbe	1	8	1	4	do do	....	do
Bulikta	1	4	1	2	do do	....	do
McKee Folsom	13	6	1	4	West side Nonsubbee	160	Land tolerable.
Towy Kah	6	7	1	2	Pine village S. Robinson road	....	Poor land.
Ieahajo, (Ijeahajo, right)	5	8	3	4	do do	80	do
Capt. Luba, (horse)	9	11	3	5	Oxnoxeby, head waters	320	Good bottoms.
Philemoontubbe, jr	7	8	3	2	do do 14 miles W. agency	80	Land tolerable.
Pisatima, (widow)	4	1	....	....	do do	....	do
James Terrell	30	3	1	....	20 miles west agency, near Laploon's line	480	do and good spring.
Moses Martindale	....	4	....	....	1 white.] Works with Terrel	....	Land tolerable.
Lewis White, (Indian)	15	8	1	2	Head waters of Oxnoxeby	160	Land poor.
Astenehoyo	....	6	1	1	do do	....	do
Kolenatubbe	7	4	1	2	do do	....	do
Hinautubbe	3	2	1	....	do do	....	do
Adam Lucas	4	7	2	3	do do	80	do
Emuspasubbe	3	8	3	3	do do	....	do
Toppinahooma	4	9	3	3	do do	80	do
Elijah Adams, (white man)	8	3	1	....	1 white.] ½ mile from McKenney's R. road	....	do
Charles Holston, (Indian)	30	9	5	3	On Robinson road, 9 miles from agency	480	Poor land
Henry T. Carr, (white man)	12	4	....	2	1 white.] 7 miles from the agency	160	do
John McKinney, (half breed)	50	5	3	....	2 slaves.] On Robinson road, 15 miles from agency	640	Poor land; water good; keeps a stand.
Opia	1	7	2	4	15 miles from the agency	....	do do
Nokoahooma	6	7	2	1	Hookakoola creek	80	Land tolerable.
Yakenahooma	2	9	3	4	Hurricane creek	....	do
Pahninja	3	3	1	....	do	80	do
Chisohamba	12	13	4	5	4 miles from McKinney's	160	do
Capt. Neshobanowa, (Walking wolf)	14	10	3	4	3 miles south Robinson road, near Folsom's	480	Poor land.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Onachatubbe	1	3	1	1	2 miles N. of Folsom's	....	Land tolerable.
Bussobunna	7	6	2	3	1 mile do	80	do
Cheway	8	5	1	4	3 miles do	80	do
Nathaniel Folsom	6	....	....	....	1 white.] Near Robinson road, father of Col. Folsom	....	do
Chilekoga	12	6	2	1	Tombecbe river	160	do
Totaunchehubbe	12	6	2	2	do	160	do
Benjamin Camp	....	2	1	....	Lives above	....	
Meashshamba	12	4	1	2	Tombecbe river	160	Good land; he is now over Mississppi.
Meshoontabe	22	15	4	6	do	360	Good land.
Allen Carrey	16	7	3	....	do	220	do
Ahyahwah	....	5	1	3	do no field	....	do
Pisahojah	....	6	2	....	do	....	do
Fulla, (the Raven)	12	10	3	5	Oakshuamar Oxnoxeby	160	do
Ukatubbe	4	8	3	2	Chilokpoothta do	80	Land tolerable.
Thomas James	4	5	1	3	Ashshukwa	....	do
Capt. Heckloontubbe	14	10	3	2	Shukulluk	480	Land tolerable—good prairie around.
Sukchia, (a blind man)	2	11	4	4	Poketacheto	....	Poor land.
Heskinetah	7	11	3	4	Waters of Oxnoxeby	....	do
Impalumah	10	12	6	4	do do	....	do
Astahlubbe	1	7	1	4	do do 2 miles from McKinney's	....	do
Racoon, (Showy)	5	3	1	1	do do do do	....	do
Ofahoomah	7	9	4	2	do 3 miles do	....	do
Pokkinjan	8	13	5	4	S. Robinson road, 6 miles from McKinney's	....	do
Stenokahoome, (aid)	10	14	5	4	Oktowha, Prairie settlement	80	Land tolerable—near Laflore's line.
Nokpulachubbe	5	10	4	4	Adjoins do	....	do do
Aschaalubbe	2	2	1	....	do do	....	do do
Alexson	6	9	2	4	do do	....	do do
Feldmoontubbe	8	10	2	4	Prairie settlement, west military road	....	Poor land.
Abeutchah	3	4	1	2	do do	....	do
Lahlomatubbe	3	2	1	....	Oxnoxeby	....	do
Hogalah	4	6	1	4	Head waters of Shukenatchah	....	do
Amauntubbe	4	11	3	6	do near military road	....	do
Abanona, (son of the Captain.)	4	1	1	....	Near military road, close to Big Nance's	....	do
Koonchhooma	3	7	3	2	Antalah, south military road	....	do
Obahhubbe	3	7	1	5	do do	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Jas. Lucas, (son-in-law to the captain)	4	10	2	6	Shukulluk	80	Land tolerable good.
Yathaylah	2	7	2	4	Lukinatcha	....	do
Capt. Tishomingo	6	7	3	3	10 miles from the agency west s. Oxnoxeby	80	South side R. road—poor land.
Melaleetubbee	8	7	4	1	Waters Oxnoxeby, six miles south agency	....	Poor land.
Nelly Nail	15	5	2	....	1 mile west agency on Robinson road	640	Provided for in the treaty with a section.
Daniel Nail	30	1	1	....	1 mile east agency. This place is worked	480	By G. Linscomb, a white man—rented from Nail.
Tunupiah	4	13	5	5	Paint creek, west side Oxnoxeby	....	Poor land.
Nokabalah	2	6	1	3	do 10 miles agency do	80	do
Estanshea	5	6	2	4	Ashshukwa	....	Land tolerable.
Shaawtubbee	3	5	1	3	do	....	do
Charles Lucas	15	5	2	2	do 2 miles from Mushalatubbe	160	do
Mahatiah	8	8	4	2	do adjoins	....	do
David Kelly	4	5	1	3	do do	....	do
Tuskiah, (Doctor)	9	8	2	4	Near military road, good running water	....	Creek] Poor land.
Oklemastubbe	1	4	2	1	On do below Big Nance's, 6 miles	....	do
Shehoga	7	10	2	4	Near do north side	....	do
Iokeetaha	3	7	2	4	do do	....	do
Capt. Howatubbe	8	7	2	3	Okofalama	320	Poor land.
Pashisfoiah	16	12	4	5	Oktikba, head waters Pearl river	160	Land tolerable.
Shekobahuma	....	8	2	4	Work with the above	....	do
Istopponmy	1	6	1	3	do	....	do
Cheletah	2	5	1	2	Okofalama	80	Poor land.
Emicha	8	9	1	4	do	....	do
Matallah	2	3	1	2	do	....	do
Nituchachu	5	13	4	5	Cultivated a field. Near agency, 5 miles, 1830	80	do
Capt. Wm. Wade, (Indian)	13	15	4	5	Oxnoxoby, adjoins the prairie	160	Land tolerable.
Jno. Victor, (Indian)	12	7	1	5	4 whites.] Ashshukwa, this place is worked.	160	By B. Smith. Victor is now over the river.
Loue Lucas	18	7	2	3	On military road	160	Good land. 12 miles above Laflore's line.
Cheletamba	5	4	1	....	Oxnoxeby, east side	80	Land tolerable.
Levi Pickins, (half breed)	14	9	2	5	Oxnoxeby, adjoins prairie	160	do
James Cobb, (white man)	....	....	....	....	7 whites.] Works at Levi Pickins' and family.	....	do
Ed. Jones, (Indian)	2	5	1	3	Onoxeby, adjoins a large prairie	80	Good spring and land tolerable.
Abner Morris, (white man)	16	2	....	....	6 whites.] Do. A white man, Indian wife.	160	Land tolerable.
Capt. Pistambe	10	6	1	2	Ashshukwa	320	Land tolerable.
Ahhiyotubbe	6	8	2	5	Oxnoxeby, N. agency, 10 miles	....	Poor land.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ahakonubbe	4	6	1	4	Oxnoxeby, N. agency, 10 miles	....	Poor land.
Immelubbe	5	12	2	6	do 6 miles, S. agency	....	do
Stehoah	3	4	1	2	do	....	do
Christian Spring, (white man)	20	4	....	....	1 white.] Ashshukwa, (a blacksmith)	320	Land tolerable.
Hartwell Hardeway, (white man)	25	7	1	5	1 white.] do (has an Indian wife)	320	do
Wm. McClure, (Indian)	12	7	1	5	do	160	do
Wm. Bohannon, (white man)	16	10	3	3	1 white.] do	160	Poor land.
Wm. Bohannon, jr., (Indian)	12	4	1	2	do (son of the above)	160	do
Okistambe	6	15	4	6	Oakpul, near Ashshuko	80	Land tolerable.
Lahholah	4	9	3	3	do do	....	do
Jopane	5	6	2	3	Sarae settlement, Oakpul	....	do
Kahutubbe	4	5	2	1	do do	....	do
Fulaminjah	7	8	2	4	do do	....	do
Atonoojah	8	4	1	2	do do	....	do
Onasha	2	4	1	2	On running water	....	do
Tusahah	4	7	2	2	do	....	do
Aklapotubbe	6	3	1	....	do	....	A deaf and dumb woman. On military road.
Kanambe	2	6	1	3	Running Water creek	....	do do near do
Emauntubbe	3	5	2	2	do	....	Near military road.
Mashonubbe	1	2	1	....	do	....	do
Oglenubbe	4	5	3	1	Athabella, south military road	....	Poor land.
Sheha Kubbe	6	7	2	4	do do	80	do
Lahpantubbe	7	7	3	3	do near military road	....	do
Opaholah	3	8	4	3	do do	....	Poor land.
Bufukatubbe	8	6	1	1	Shukulluk	....	Land tolerable.
Capt. Oklenowa	5	6	2	2	On military road, aid to the chief	1,280	Provided for in the treaty with two sections.
Fishti, (woman)	5	4	....	2	Ashshukwa, 15 miles agency	80	Poor land.
Pisitubbe	2	5	1	3	do do	....	do
Tuskahajah	1	4	1	1	East side military road, 3 miles Lucas	....	do
Kunnomubbe	6	12	2	2	Oxnoxeby, west side, near Ashshukwa	....	Land tolerable.
Shawano	5	7	4	1	do do	....	do
Okelabe	20	9	2	4	do good land	320	Prairie field.
Anowatubbe	2	8	3	3	Oakpul, do	....	Land tolerable.
Shemihuhoga, (woman)	....	5	....	3	do do	....	do
Wukijah	2	4	1	2	do do	....	do
Atonoah	3	6	2	2	do do	80	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Yokachubbe	4	3	1	....	Oakpul, good land	....	Land tolerable.
Istachihoyo, (woman)	3	1	....	....	do do	....	do
Immahobetubbee	3	6	2	2	Running water	....	Land poor.
Lapiyubbee	4	5	1	3	do good land	....	do
Immulatubbee	6	1	1	....	do do	....	do
Tukelubbe	5	6	3	1	do do	....	do
Hotubbe	9	4	2	1	do near military road	....	do
Chalatubbe	10	6	2	2	do do	....	do
Talabola	8	9	2	4	do do	80	do
Hikeah	4	7	2	4	Oakshua, near Oxnoxeby	....	Land tolerable.
Ekonokatubbe	7	5	1	3	do do	....	do
Chapatubbe	10	8	1	6	Running water	....	Land good.
Ahpahnokefillah	7	13	6	4	Tokefillok, near military road	....	do
Hoontubbe	10	16	6	4	do do	....	do
Kanchetambe	8	14	4	8	do three houses together	....	Village near military road.
Emultaha	2	6	2	2	Military road	....	Poor land.
Abaanintubbee	7	12	2	5	do	....	do
Emathatubbe	10	11	4	4	Athabella	....	do
Ashobohooma, (red wolf)	5	9	2	4	Athabella	....	Poor land.
Immanoontubbee	1	3	1	1	do	....	do
Shappooniah, (a woman)	2	9	1	3	do	....	do
Filatiah	4	8	2	2	do	....	do
Tokotubbe	....	1	1	....	Bodka, near factory	....	Land tolerable, has no field.
Eatummo	4	6	2	2	do do	....	do do
Tishanowah	3	7	2	3	Oxnoxeby	....	do do
Capt. Heakatubbe	12	7	3	1	1 mile south of agency, Oxnoxeby	160	Poor land.
Oklenowah, (wheel-wright)	4	4	1	2	do do	80	do
Ulatubbe,	....	4	1	3	do do	....	do
Okelohoyo, (widow)	....	2	....	1	do do	....	do
Fillemooah	....	4	2	2	Lives sometimes at agency	....	Has no settled place.
Yapatubbe	2	4	2	....	Pine village	80	Poor land.
Capt. Isaac James	20	11	3	5	Tombeche, near Tongue's bluff	640	Land tolerable.
Hoyoontubbe	3	8	1	5	do do	....	Good hickory land.
John McGilbry, (Indian)	10	8	3	3	do do	....	do do
Osekiah	6	5	1	3	do adjoins	....	do do
Turner McGilbry	7	3	1	1	do	....	do do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Gordon McGilbry	8	4	1	2	Tombecbee	....	
Opasantubbe	15	12	4	3	Tombechc, 6 miles below Young's bluff	160	Good land and good water.
Nahyoyubbe	8	5	1	2	do do	....	do water tolerable.
Chaffetubbe	2	5	1	1	do do	....	do
Katty James, (woman)	2	3	....	2	do do	....	do
Delila James	12	4	3	....	do do	160	do
John Adams Hancock	9	10	1	4	Tombecbe	80	do
Ballulatubbe	18	7	2	2	do	160	do
John James	20	6	5	....	6 Blks. Oxnoxeby, a good place	320	Adjoins a prairie.
Maatubbe	4	6	1	4	do near military road	....	Land poor.
Tanepia	4	5	1	3	Oxnoxeby, near military road	....	Land poor.
Atokelambe	5	5	1	3	Oxnoxeby, near military road	....	Land poor.
Kanotubbe	3	5	1	3	do do	....	do
Etotiah	4	7	1	3	Running water creek do	....	do
Oklenauah	1	5	2	2	do do	....	do
Unetthoomah	4	7	2	1	Tokomusho village	80	do
Aluksha	1	5	1	3	do do	....	do
Kunintubbe	8	11	3	6	Oxnoxeby	....	do
Widow James	3	6	1	4	do east side	....	do
Ahobah	6	8	2	3	do west side	....	Land tolerable.
John Lewis, (Indian)	8	11	4	4	do do	....	do
Ocleacubbe	4	8	2	3	Near military road, Big Nancy	....	do
Astlaawah	4	8	2	4	Oxnoxeby	....	Poor land.
Immokolawtubbe	3	7	2	4	Tombecbe	....	Land tolerable good.
Topanahooma	....	1	1	....	do	....	Near J. James.
Mahatiah	....	14	4	6	do	....	
Kuchautubbe	8	8	2	3	Boguecheto	80	Prairie land, tolerable good.
Wacharemastubbe	1	4	1	2	do	....	do do
Ashshookhooma	4	8	3	2	do	....	do do
Capt. Benj'n James	20	8	3	2	Tombecbe	1,280	Provided for in treaty with 2 sections.
Benjamin James, Jr.	2	3	1	1	do	....	This place was cleared since treaty; good land.
Len. Jones	5	8	2	3	do	80	Prairie land.
Lucy Jones	2	4	3	1	do	....	do
Andrew Kincade	12	7	....	3	1 slave.] Tombecbe	160	Good land and good water.
Math'w McLaughlin	16	5	....	3	1 white.] do	160	do do
John McIntosh	30	6	....	3	1 white, 5 slaves.] Tombecbe	480	do do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Skummer	....	1	....	....	No field. Tombecbe	....	
Robert Hancock	6	10	3	3	Tombecbe	....	Land tolerable; prairie.
Betty Beams	10	6	2	1	do	....	Includes Benjamin Allen, who lives with him.
Joseph Wheaton	....	6	1	4	do	....	
Arthur Karney	10	4	1	2	do	....	Good land.
Yoknehooma	2	7	2	4	do	80	Land tolerable good.
Hoshehooma, (aid)	5	7	2	2	Oxnoxeby, east side	80	Poor land.
Chuffitubbe	4	4	2	1	do do	....	do
Capt. Meshambe	12	8	1	4	Tombecbe, in a rich prairie	160	Good land.
Waytubbe	12	2	1	....	do	160	Married and at school in Kentucky. Good land.
Lewis Robinson	7	5	2	2	1 white.] do	....	Tolerable good land.
Henry Pidgeworth	14	7	....	5	1 do do	160	Good land.
Nukatacha, (wife of Pidgeworth)	5	10	3	6	do	....	do
Cornelius McCann, (Indian)	25	8	3	3	do	320	do and good water.
Ashakta, (widow)	4	10	4	3	do	80	do prairie.
Chaloshetaha	2	7	3	2	do	80	do do
Opalahubbe	4	8	2	5	do	80	do
Pauntimah, (widow)	1	2	....	1	do	....	do
Fahhiyo	3	3	1	1	do (prairie)	....	do no water.
Tingbah	4	6	3	2	do	80	do do
Lacolah	2	6	1	2	do	....	do do
Tusonake, (gun flint)	10	10	4	3	do	....	do do
Ianintubbe	12	9	4	1	do	160	do do
Lapotah	3	5	2	2	do	....	Land tolerable good.
Capt. Jeremiah Folsom	30	10	1	6	Sukenatchka creek	800	Good land and good water.
Chenatubbe	8	14	4	8	Petikfah	....	Land poor.
Tomapehijo	10	12	3	4	do	....	do
Kobatubbe	6	6	2	1	Sukenatcha	....	do
Jubel B. Hancock	8	3	....	3	do	....	do
James Reynolds	10	....	....	....	do	....	Is the blacksmith at J. Folsom's, and works his land.
Rigdon Edwards	....	....	....	....	5 whites.] Suckenatcha	....	Land good.
Eve Pitchlynn	30	3	....	2	Suckenatcha	480	Married since treaty to Jack Redden.
Mrs. Edmond Folsom	....	4	1	2	do	....	Lives with her daughter, Mrs. Pitchlynn.
Filehatchah	4	2	1	....	Luckenatcha	80	Land tolerable good.
Aloputa	½	4	2	....	do	....	do do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
George Folsom	14	7	1	4	Luckenatcha	160	Land tolerable good.
Yahona	....	5	1	3	do no field	....	do do
Meshonatubbe	....	4	1	2	do do	....	do do
Tishshenoatubbe	2	4	1	2	do	....	do do
Abalatubbe	....	3	1	1	do	....	do do
Samuel Bacon	8	4	1	2	do	80	do do
Mark Griffy	12	4	....	2	1 white.] Luckenatcha, south side	160	do do and water good.
Wallatubbe	3	5	1	1	Luckenatcha, north side	80	do do
Israel Folsom	40	6	1	4	do	1,280	Provided for in the treaty.
Alexander Brashears	30	10	2	5	8 slaves.] Luckenatcha	480	Tolerable good land.
William H. Buckes, (woman)	25	10	1	6	1 white, 4 blacks.] Suckenatcha. His wife, a Choctaw	320	do do
Stanmore H. Johnston	12	2	....	....	1 white, 1 slave.] Suckenatcha	160	Married Buckles's daughter since the treaty. This place he is on belongs to Alexander Vaughan in Laflore's line.
Zad'k Brashears, jr	25	6	1	4	2 slaves.] do	320	Land tolerable.
Delila Brashears	50	7	1	4	16 slaves.] do	640	She has married David Wall since the treaty, who is provided for in the treaty.
Turner Brashears	40	2	1	....	7 slaves.] Mouth of Suckenatcha	480	Good land.
William Hall	25	9	1	4	Tombecbe, 7 miles from Demopolis	320	do
Jeremiah Gardner	30	7	1	4	Tombecbe	480	Land tolerable.
Isaac Pinson	15	5	....	2	1 white.] Tombecbee	160	do
James Grant	....	2	....	....	1 white.] do	....	Married Gardner's daughter since the treaty.
Sampson Moncrif, (woman)	60	7	....	4	1 white, 19 slaves.] 4 miles from Demopolis	640	Good land.
Joseph Riddle	10	6	....	3	Tombecbe	....	do
Tashubbe	....	4	2	1		....	No field; lives at Riddle's.
John Walker, (white man)	40	9	1	3	1 white, 8 slaves	480	Belongs to Thos. Lewis, who works the farm.
Robert M. Jones	....	2	1	....		....	Provided for in the treaty.
John Jones, sen	20	4	3	....	3 slaves.] 6 miles from factory	320	Good land.
Samuel Jones, sen., deceased	40	....	....	....	4 slaves.] 2 miles from factory	480	Has died since the treaty. Occupied by his son since his death, who is his heir.
Hogan Jones	....	1	1	....	An orphan boy. No field	....	
Polotubbe	....	4	1	2	Near the factory	....	A wanderer.
Jacob Daniel	16	7	....	4	do has a half negro and half Indian for a wife	160	

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Matthew Labroree	15	2	....	....	Lived on the military road at the time of the treaty, but has since moved	160	
Sally Tom, a free woman	10	1	....	....	1 slave.] 2 miles from factory	....	Good land.
Jack Tom	10	6	....	4	.....	....	
Moses Tom	10	9	....	6	.....	....	
Thomas Ware	....	4	....	2	1 white.] Married Sally Tom's daughter, and lives with Sally Tom	....	
Joshua O'Rare	....	6	....	4	A mulatto; married Sally Tom's daughter, and lives with Sally Tom	....	
William Lightfoot	....	5	....	3	A mulatto; half Indian and half negro	....	
Jim Tom	2	4	....	2	.....	....	Half breed negro; has an Indian wife.
James Blue	7	3	....	2	A negro man; had an Indian wife; lives below the factory	....	
Nathaniel Folsom	15	8	2	2	Tombecbe; 5 miles above factory	160	Land poor.
Winney, (a woman)	2	1	....	....	Adjoins the above	....	do
John Coleman	50	8	....	4	1 white, 3 slaves.] Tombecbe; Porter Cullison, (a white man, 8 in family,) cultivates this place; Coleman has moved since the treaty to another place	640	
Wat Folsom	....	4	1	2	Oxnoxeby; no field	....	West Mississippi.
Ahiahtochubbe	....	....	....	....	Ashshukna; no field	....	
Nancy Gillet, (Big Nancy)	14	9	4	2	Military road; running water	160	Tolerable good land.
Immoonea	5	8	2	1	do do	....	Land poor.
Poshekanalah	4	6	2	....	Petikfa	....	do
James Loving, (white man)	16	6	2	3	1 white.] 3½ miles from agency	160	do
Capt. Jos. Pickens	13	6	1	....	Oxnoxeby	160	Land tolerable good.
Vicey Pickens	6	6	1	4	Ashshukwa	80	do
Nantubbe	1	4	2	....	Oxnoxeby	....	do
Shuukah	2	12	1	6	do	80	do
Chowastahoka	1½	8	....	4	do	....	do
Awanaha, (woman)	....	1	....	....	do an old blind woman	....	do
Okleajah	....	8	1	6	do	....	No field.
Kotah, (flag)	1	3	1	1	do	....	
Onotola, (to lie on top)	1	5	1	3	do	....	
Capt. Holubbe	14	15	4	6	Suckenatcha	480	Land tolerable.
Istimihata	9	8	3	2	Prairie village, near Laflore's line	....	8 miles from military road.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Koahooma, (aid)	12	13	4	3	Near Kooncheto settlement	160	Land tolerable.
Amos	7	7	3	3	Petikfa; adjoins Netuchachee line	....	Poor land.
Alukahooma	8	12	2	4	do	80	do
Emantubbe	....	6	2	2	do	....	do
Hiaichre	3	5	2	2	Head of Big Black	....	do
Kupponihajo	15	11	3	3	Petikfa; enters into Sukenatcha	160	Land tolerable.
Shame	6	13	3	9	do	....	do
Shikah	3	7	3	2	do	80	do
Sukkia, (captain's mother)	....	1	....	....	Near Kooncheto	....	Poor land.
Hochubbe	....	3	1	1	Near factory	....	A hunter.
Capt. Anokchetah	7	9	2	4	Near Aligator creek	....	Poor land.
Letawucka	3	8	1	3	Head Sukenatcha	....	do
Tuscanowa	1	9	3	2	do	....	Poor, very poor.
Hatuah	4	10	2	2	Aligator creek	....	Poor, (a crippled man.)
Atoontubbe	5	9	1	2	do	....	Poor, poor, very poor.
Tomubbe	1	2	1	....	do	....	do do
Sukkubbe	6	18	6	6	do	....	Three families together.
Cheloketaha	10	2	2	....	do	....	Poor land.
Capt. Tisholiktah	8	9	2	5	On Shubalikta, near Laflore's line	80	Very poor land.
Tancentubbe	5	14	3	7	Kooncheto settlement	80	do
Oshasheopiaah	3	2	2	....	do do	320	Capt.] This man was given in by the chief as a captain.
Tushkahooma	2	8	3	3	Same village	80	Near military road.
Homubbe	6	11	3	3	Kooncheto village	....	Poor land.
Boktubbe	2	7	2	4	do	....	do
Talhoollubbe	7	14	4	5	1 mile from Kooncheto village	80	do
Mukautubbe	1	1	1	....	do do	....	do
Chukfilugana	2	7	2	3	do do	....	do
Allominjah	4	5	2	2	do do	....	do
Capt. Lowachubbe	14	5	1	2	Koonshabilikta, head waters of Chickasaw, in the corner of the three districts	480	
Tukalamba	....	2	2	....	Kooncheto	....	Poor land.
Hokah	1	5	3	....	do	....	do
Chistematiah	8	9	4	3	Yanubbe creek, 2 miles Nituckcachee	80	do
Tohogena	8	16	5	3	do do	....	do
Alex. Vaughn, jr.	8	1	1	....	Military road	....	do

No. 2.—FORM OF A RETURN.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Althatamba	6	7	2	4	Kunchalicta, near the line of the 3 districts	80	
Mehatoonah	6	6	2	....	Adjoins George Vaughn's	....	Lives in Laflores; who never walked; old man, 70 years of age.
Ishtatubbe	3	5	1	2	Adjoins	....	Poor land.
John Doaty, (white man)	12	10	....	5	[1 white.] The last house on military road in this district	160	Land tolerable.
Chickasawhogo, (widow)	1	9	1	5	A very old woman. Adjoins the captain's	....	Poor land.
Fahmoontubbe	5	10	3	2	Head waters of Chickasawhay	....	do
Poysubbe	4	19	3	9	Talagelok, 1 mile from military road	80	Two families together. Poor land.
Pisatiah	4	14	5	6	do do	80	Poor land.
Tonuphajo	3	7	1	5	do do	....	do
Mulatanchehubbe	3	7	1	5	Near Pigeon Roost	....	do
Capt. Osheopiah	8	5	3	1	Petikfa creek	320	Land here tolerable; but the poorest part of this district.
Tuskambia	4	3	2	....	do	....	Poor land, near Netuchachee line.
Hahnantubbe	3	8	1	3	do	....	do do
Oskahooma	1	3	1	....	Crying Goose settlement	....	do no fences round the fields.
Arshebobistiah	2	9	3	4	do do	....	do do
Kangetoonah	1	7	1	3	do do	....	do do
Uskoonahijo	1	4	1	1	do do	....	do do
Okleatubbe	1½	12	6	4	do do Petikfa	....	do do
Koonowah	10	8	3	1	do do do	....	Pine and hickory land. A good spring.
Numpultotubbe	1	4	1	....	Crying Goose. Petikfa	....	Poor piney, sandy country.
Tanapaahhooma	6	6	1	1	Petikfa	80	do do
Hikatubbe	7	5	1	2	do	....	do do
Ayowah, (widow)	12	8	3	1	do	160	do do
Pashaniako	5	10	4	3	do	....	Poor.
Nokhoomahejo	1	2	2	....	do	....	do A very old man here.
Emoonatubbe	1	4	2	2	Crying Goose settlement	....	do very poor.
Enukfilehoyo	4	11	4	4	do do	....	do
Igbah	3	9	3	4	Petikfa settlement	....	do
Okuspia	4	3	1	1	Panta creek	....	do
Mingohoomah	10	10	3	6	do	80	do
Shuppiakubbe	5	4	1	2	do	....	do
Lukka	2	7	2	2	do	....	do
Nanoonkakubbe	3	10	4	4	do	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Glenubbe	1	7	3	2	Panta creek	....	Poor.
Filamoontubbe	....	7	2	3	do	....	do
Oshobahoomah,	2	5	1	3	do a blind woman	....	do
Kakahoomah,	1	4	....	1	do	....	do
Aastubbe	3	10	3	6	Lubistarilah creek	....	Land only tolerable.
Musholaga	7	8	2	2	do	....	do
Mistachapah	3	4	1	1	do	....	do
Hockletambe	1	4	1	1	do	....	do
Okkoonishshalah	7	4	1	2	do	....	do
Chopubbe	2	7	1	3	Etonbola	....	Poor land.
Puckshenubbe	1	6	2	3	do	....	do
Pisatubbe	3	6	2	2	do	....	do
Shukhutta	8	7	2	3	do	....	do
Tanahomuspubbe	½	1	1	....	do	....	do
Tuskkutaloonah	2	1	1	....	Elookchoche	....	do
Charles	....	1	1	....	do	....	do
Nitachugamah	2	4	1	2	Petikfa	....	do
Lafatubbe	4	1	1	....	do	....	do
Mukcheah	2	5	2	2	do	....	do
Stenukcha	7	9	2	2	Suckenatcha	....	Good land and good water.
Capt. Halatah	5	22	8	10	Aligator creek. His son and son-in-law lived with him	320	Poor land.
Falamatubbe	2	5	3	....	Aligator creek	....	Very poor land.
Kanjetubbe	4	20	5	5	do village of three houses	....	do
Opanbintubbe	8	28	4	11	do Five women lived here who had children	....	do
Topotah	9	8	1	4	do	....	do
Choastonoulah	3	4	1	2	do A blind woman here	....	do
Togeah	4	8	2	3	do	....	do
Eliekah	5	7	2	1	do	....	do
Showahoomah	5	1	1	....	do	80	do
Capt. Pacamah	8	11	2	4	Talechilok, near Leflore's line	80	Poor land.
Anampolah	7	8	2	4	Head waters of Suckenatcha	....	do
Ewateah, (widow)	5	5	....	3	do do	....	do
Elahenubbe	5	9	2	4	do of Chickasawhay	....	do
Elasbistambe	6	5	1	3	do adjoins	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Famomtubbe	3	5	2	1	Talagelok	....	Poor land.
Abiwalah	4	9	3	3	do	....	do
Aahheka	4	11	2	4	do	....	do
Yakabe	3	7	2	3	Adjoins Netuchachee line	....	do
Onantambe	3	7	1	3	do	....	do
Capt. Oshehoomah, (red bird)	6	6	1	4	Kooncheto settlement	320	Very poor land.
Lofah	3	3	1	....	do	....	do
Tapanakchiah	6	10	3	3	do	80	do
Tishshenowah	4	17	5	5	do on Leflore's line	....	do 2 miles west military road.
Nahemastubbe	9	16	6	7	do do	....	do
Opalah	10	17	7	4	Adjoins Kooncheto village	....	do
Mahoonah, (widow)	3	8	....	5	Head waters Sukenatcha	80	do
Estachubbe	4	5	1	3	Kooncheto, east military road	....	do
Mingo	....	1	1	....	do	....	do
Honestiah	4	1	1	....	do rest of family over Mississippi	....	do
Mehachubbe	10	18	3	7	do includes his son-in-law	....	do
Onatamba	1	1	1	....	Balance of family over Mississippi	....	do
Mahalaktubbe	....	1	1	....	do do	....	do
Capt. Atonimastubbe	12	17	4	3	Petikfa	480	Land tolerable.
Pisahekatubbe	....	3	3	....	do no field	....	
Tishohambee	8	5	2	1	do	....	Poor land.
Choumpahooma, (woman)	7	6	1	2	do	80	do
Jolah	1	5	....	4	do	....	do
Ustansheah	1	9	3	4	do	....	Land tolerable.
Fatah	4	4	1	1	do	....	do
Tuskahoomah	12	16	4	6	Koonshukhooma	160	do
Henohoomah	3	9	1	6	Petikfa	....	do
Nowah	1	7	2	3	do	....	do
Pakanoah	4	3	1	1	do	....	do
Ontahikubbe	6	5	1	1	do	80	do
Pochintahubbe	4	10	2	6	Suckenatcha head waters	....	Poor land.
Falamoontubbe	2	5	1	3	do do	....	do
Chahogo, (woman)	1	1	....	....	do do	....	do
Wukionah	3	3	1	1	do do	....	do
Capt. Tuscatugo	7	4	2	1	Oxnoxeby, east side	320	do
Filemah, (Sunday)	5	7	2	1	do do	80	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Fahmoontubbe	6	12	4	3	Oxnoxeby, east side	....	Poor land.
Yokoteah	4	9	3	3	do do	....	do
Fiahocha	2	6	1	3	Wet Water creek, east side	....	do
Kuneahogah	6	7	2	3	do do	....	do
Okleashah, (aid)	7	7	2	1	do do	....	do
Yakamatubbe	5	9	2	3	do do	80	do
Akochatubbe	3	6	3	1	At Kincaid's cowpen	....	do
Okatachubbe	....	2	1	....	Oxnoxeby, (no field)	....	do
Capt James King	....	....	....	1		640	Lives with his father Mushelatubbe, and counted there. Provided for in treaty.
Poshuhoomah	4	11	3	7	Shukuluk	80	Land tolerable.
Shukahoomah	3	4	2	1	do	80	Says he is captain in place of King.
Stoholo	9	10	3	4	do	....	
Englishah, (English)	4	4	1	2	Oxnoxeby	80	Poor land.
Yahoontubbe	3	6	2	1	do	....	do
Shelajah, (widow)	4	3	....	2	do	....	do
Pisatugah, (widow)	1	2	....	1	do	....	do
Oluktopijo	10	7	2	3	do	....	do
Capt. Tonehajah	6	16	3	9	Shukulluk, west side Oxnoxeby	320	Poor land, good water.
Belajato	4	10	3	5	Atabilla	....	do do
Tishanowah	12	4	1	1	do	160	do do
Tangleubbe	3	2	1	....	do	....	do do
Tiththabe	4	4	1	1	do	80	do do
Shulushoomah	7	12	2	5	Shukulluk	....	do (blind man, and never walked.)
Ahthalah	3	4	2	1	do	....	Poor land.
Opastanuke	8	4	1	2	do	....	Land tolerable.
Tusconahoomah	5	8	3	4	Oxnoxeby	....	do
Felahmah	9	13	3	6	do	....	do
Hoticktahoomah	6	7	2	3	do	....	do
Atomemastubbe	4	6	2	2	do	....	do
Atbateah	5	11	3	5	do	....	do
Iliotah	3	7	2	3	do	80	do
Ebanowah	4	6	2	2	do	....	do
Topanokchiah	....	5	2	1	do	....	do
Achia, (woman)	....	4	1	2	do	....	Land good.
Onishta	....	2	1	....	do	..	do hickory.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Watah, (widow)	....	5	1	2	Oxnoxeby	....	Good land; hickory.
Clayyohah, or M'Kinney	7	10	4	3	do	80	do do
Yakatubbe	4	8	3	3	do	....	do do
Atanowah	1	4	1	2	do	....	do do
Anoketapubbe	1	4	1	2	do	....	do do
Thuppolah	7	8	2	5	do	80	do do
Capt. Tishosheleta	10	7	3	3	do	320	do do
Onchochubbe	3	2	1	....	do	80	Land tolerable
Ayokomatubbe	4	4	1	2	do	....	do
Hoyo	5	8	2	3	do	80	do
Capt. Nuthletubbe	14	19	6	8	On Oxnoxeby, 10 miles from mouth	160	His son and family all together.
Pohubbe	16	23	5	5	On Oxnoxeby, east side, 1 mile from Grant's store	160	Good land and good water.
Sexton	7	11	2	5	On Oxnoxeby	80	do do
Moses	2	9	3	4	do	....	do do
Capt. Shemoontah	8	3	1	1	Near Hockloontubbe factory road	80	Good hickory land, good water and prairie.
Kotchatah	....	1	1	....	Shakulluk, (no field)	....	
Onatamba	....	1	1	....	do do	....	do do
Anoksatah	10	6	2	2	Oxnoxeby, east side	80	No field.
Stikabikchah	....	1	1	....	do	....	do
Waukhoomah	....	1	1	....	do	....	do
Capt. Okeleenlah	14	8	3	4	Oxnoxeby, west side	160	Good hickory land.
Batawpah	....	4	1	2	do do	....	Adjoins. No field.
Paysubbe	4	4	1	2	do do	80	do Land tolerable.
Eloomah	1	6	1	3	do do	....	do do
Yakentubbe	1	2	1	....	do do	....	do do
Lahpuntubbe	3	2	1	....	do do	....	do do
Hoyotah	8	7	3	3	do do	....	do do
Matubbe	4	6	1	4	do do	80	do do
Okeeneah	7	6	1	1	do do	80	do do
Istautubbee	4	7	2	2	do do	....	Poor land.
Ouahojah	15	14	2	6	do do	160	do
Habatasha	1	7	1	3	do do	....	do
Nat, (naught)	7	9	3	4	do do	80	do
Pisatakah	6	10	3	4	do do	....	do
Ehoatambe	1	3	1	1	do do	....	do

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Tanuntubbe	3	6	2	3	Sukenatcha	....	Land tolerable.
Phalamahogoh	....	4	....	2	do	....	do
Oshantubbe	4	9	2	4	do	....	Poor land.
Abauktoonah, (wid.)	1	6	1	4	do	....	do
Capt. Sockatubbe	15	16	2	2	Wahlok creek, west Oxnoxeby	480	Land good, and near prairie.
Cuthtahoomah	4	8	2	3	do do	....	do hickory land.
Shotubbe	9	10	2	5	Oxnoxeby	....	Poor land.
Tuskkah	1	4	1	2	Wahloh	....	Good land, hickory; prairie.
Uwakah	8	10	4	4	do	80	do do
Panshehoomer	6	7	1	3	do	....	do do
Neah, (widow)	4	5	2	2	do	....	do do
Taloatubbe	7	6	2	3	do	....	do do
Stehitchah	1	5	1	3	do	....	do do
Loaskah	4	6	1	1	do	....	do do
Onishtah	1	5	1	1	Biskoonlah creek	....	Land tolerable good.
Emihenah	2	5	1	2	Biskoonlah creek	80	Land tolerable good.
Outhlah	2	5	1	2	do	....	do do
Anofesubbe	1	8	2	4	Okahutta, (white water)	....	Poor land.
Melajah	1	5	1	2	do	....	do
Kotchatubbe	3	7	2	3	do	....	do
Aoaktah, (widow)	....	1	....	....	Bodka	....	Poor land.
Capt. Immaleechah	14	8	2	4	Suckenatch, high up	480	Land tolerable; 30 miles from factory.
Astonitujo	8	12	4	5	do do	80	do do
Lawaghah	6	7	1	5	Oxnoxeby, east side	....	do do
Ahbahwaytubbe	5	6	2	3	Suckenatcha	....	Poor place.
Athapotubbe, (aid to captain)	5	5	1	3	do	80	do
Eahhok, (a woman)	6	4	....	2	do	....	do
Masshapooktah	3	5	....	2	do	....	do
Istonistah	9	10	3	6	Koilbah	....	Land tolerable.
Sukquatubbe	....	2	1	....	do	....	do
Tookaloga	4	5	1	3	Suckenatcha	....	Land poor.
Hoaktah	5	9	2	3	do	....	do
Tukelautubbe	....	1	1	....	do none but himself	....	do
Onutchehoyo	8	6	2	2	do	....	Land poor.
Bahnubbe	7	10	2	4	do	....	do
Attalltaah	12	9	3	4	Near old Natchez Trace	160	Land good.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Captain Shuphaunchehubbi	6	9	2	2	Suckenatcha	320	Poor land.
Hoyotah	1	2	....	....	do head waters	....	do
Tohakalah	1	5	1	3	do do	....	do
Ahtonahooma	4	10	2	5	do do	....	do
Tishsholatah	1	3	1	1	do do	....	do
Lokotubbe	3	8	2	4	do do	....	do
Hotubbe	8	9	2	4	do do	80	do good water.
Pashanautubbe	3	7	2	3	do do	....	do
Uatocubbe	4	8	2	3	do do	80	do
Auantubbe	7	12	4	4	Bodka	....	Prairie.
Capt. Neshobenowah, jr.	4	4	1	1	Sukenatcha	....	Tolerable good land.
Tishsheomitta, (aid)	7	12	4	5	do	80	Land tolerable.
Noataka	1	3	1	1	Petikfa	....	do
Jimmalecha	7	7	1	1	do	....	do
Kamp	4	8	2	3	do	....	do
Kaunchetubbe	4	9	1	6	do	....	do
Tikbantubbe	1	8	2	2	do Sukenatcha	....	do
Nittaauncheubbe	5	6	2	3	do do	80	do
To Kubbe	....	2	1	....	do no field	....	Provided for in the treaty. Has persuaded his company that they would be governed by him, and will own the country around where they live. They have determined to remain. A great many are on places settled since the treaty, which I have noticed as well as I could.
Pestambe	....	4	1	2	do do	....	
Capt. Little Leader	12	12	3	5	2 slaves.] Sukenatcha	1,280	
Hotakubbe	8	10	4	4	Petikfa	....	
Tuskahoomah	2	8	2	2	do	....	
Ahpahah	6	5	1	1	Sukenatcha	....	
Lonencha	....	3	1	1	Do	....	They have moved here since the treaty.
Heatubbe	....	7	1	1	No field. Leader's son	....	Sukenatcha is the locality.
Hecatubbe	2	7	1	4	Sukenatcha	....	
Heletah	1	4	2	....	do	....	
Eschutugama	....	4	1	2	do	....	A new place.
Sheninho Ko	2	3	1	2	Petikfa	....	
Astahoonah	8	3	1	....	do	....	
Muskage	....	3	1	....	do	....	No place of his own.
Olaleentubbe	3	9	2	3	do	....	Poor land.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Archah	....	6	1	4	Petikfa	....	
Noahonah	1	3	....	1	Koatarile	....	Poor land.
Onahambe	½	6	1	2	do	....	do
Biajah	1	5	1	2	do	....	do
To Katubbe	1	8	2	3	Sukenatcha	....	do
Loue	....	1	1	....	do	....	Has no field ; a place of his own.
Nokhatubbe	2	7	2	3	do	....	Land tolerable.
Elakatubbe	1	6	1	2	do	....	do
Ontaantubbe	1	7	2	1	do	....	do
Shuppahoomah	10	7	2	3	do	....	do
Sokatubbe	6	2	1	....	do	....	Land tolerable.
Impayah	2	4	1	2	do	....	do
Ishtchopah	....	4	1	1	do	....	This place was made since treaty.
Inimeah, (woman)	2	2	....	1	do	....	Good land.
Hopiathuko	4	7	2	2	do brother to Leader	....	Lives across creek.
Tuskenihejo	1	2	1	....	do uncle to Leader	....	Settled since treaty.
Tushshowa	1	5	1	2	do	....	do
Hanathoomah	2	5	1	1	Petikfa	....	½ mile from its junction with Sukenatcha.
Feletah	3	9	2	4	do	....	At the mouth of Sukenatcha ; land tolerable.
Yakatubbee	4	3	....	1	Panta Creek	....	
Eklus Ko	2	4	1	2	do	....	
Holatopah	4	5	1	3	Sukenatcha	....	
Atokah	6	7	2	3	do	....	
Anosa Kubbe	10	11	5	2	do	....	Two miles from Leader's.
Tokalatubbe	....	2	1	....	do	....	No field.
Anokfalubbe	5	8	3	1	do	....	Has a house and field 2½ miles from Leader's.
Sukkiantubbe	6	8	1	4	do	....	A new place settled since the treaty.
Etteahtubbe	....	5	1	3	do	....	do do
Osanoncha	....	4	1	2	do	....	No field.
Hotah	7	5	1	1	do	·80	Four miles from Leader's.
Tishchowmubbe	4	7	1	5	On the military road	....	Land tolerable.
Mingomushshulatubbe	30	10	5	....	10 slaves.] Near Ashukwa	2,560	Provided for in treaty. Chief.
Col. David Folsom	150	10	5	....	10 do.] Robinson road	2,560	do
Middleton Mackay, U. S. interpreter,	....	6	1	3	1 white.]	640	do
Jikchehogo, (dec'd)	12	1	....	....	Robinson road	160	Land tolerable.

No. 2.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Cyrus Kingbury	140	....	....	....	8 whites.] Mayhew missionary	....	Good Land, accommodations for forty scholars, and good buildings; adjoining a rich prarie.
Calvin Cushman	15	....	....	....	8 whites.] Hebrien do	....	Good land and adjoins prairie. Good building for twenty scholars.
Cyrus Byington	22	....	....	....	7 whites.] Missionary, 4 miles from agency.	....	Land tolerable; a school-house.
Col. Wm. Ward, U. S. agent	80	....	....	....	2 whites and 7 blacks.] Robinson road	....	Land poor.
Choctaw trading-house	100	....	....	....	Tombecbe, owned by Gains and Glover	....	Land poor. Adjoins a rich prairie.
Grabile Linscomb	30	....	....	....	6 whites and 5 blacks.] 1 mile from agency.	....	Worked the place owned by Daniel Nail.
Jessee M. Fields	8	....	....	....	4 whites and 1 black.] Blacksmith at agency.	....	
Capt. Folsom's company—continued:							
Asholence	4	8	....	....	Biskalon creek, west side	....	Land tolerable.
Ebapesa	4	3	....	....	Hockchalumba creek, west side	....	do
Issocishe	2	6	....	....	Impatuck creek, north side	....	do
Lucy	....	5	....	....	do do	....	do
Chas. Buckhannan	....	5	....	....	Tombecbe, west side	....	do
Chas. Jones	....	3	....	....	do do	....	do
Apokhanno	....	4	....	....	do do	....	do
Batties	....	2	....	....	Near Capt. J. Folsom's	....	do
Holkona	5	6	....	....	Ilkpatuckfa creek, north side	....	Good land.
Inhowa	4	8	....	....	Sockfunna creek, east side	....	do
Tashkaachokma	2	4	....	....	Boquecheto, north side	80	Belongs to Capt. Wade's company.
	8,274	5,433	1,570	2,125	121 whites, 203 slaves.] Acres.	67,480	

No. 3.

GREENWOOD LEFLORE.

A list of the captains entitled to the additional half section under the nineteenth article of treaty.

No.	Names.	Number of acres cultivated.	Entitled as captains.	Total number of acres.
1	Thomas Leflore	12	320	480
2	James Shields	21	320	640
3	Okchia	2	320	400
4	Anthony Turnbull	40	320	800
5	Lewis Durant	8	320	400
6	Cullashubbee	14	320	480
7	Minta	4	320	400
8	Mihiachubbee	2	320	400
9	James Flitcher	12	320	480
10	Thomas Hays	30	320	800
11	William Hays	30	320	800
12	Pintstubbee	4	320	400
13	Steamalicha	20	320	640
14	Ahacacha	20	320	640
15	Holitahoma	30	320	800
16	Jikehoma	8	320	400
17	Oshcama	20	320	640
18	Chuckmubbee	8	320	400
19	Toko	3	320	400
20	Chataematoha	40	320	800
21	Tobala	8	320	400
22	Tuscaemitta	12	320	480
23	Nathaniel Jones	25	320	640
24	Achiletta	15	320	480
25	Washington	20	320	640
26	Tickbahoma	15	320	480
27	Big Cloud	15	320	480
28	Washshasahamastubbee	4	320	400
29	Hobitochia, or Little Leader	15	320	480
30	Hopiashoma	4	320	400

I do hereby certify that the above named persons were captains in my district at the time of the treaty make at Dancing Rabbit creek, on the 25th September, 1830, and that a list of their names were furnished by me to F. W. Armstrong, when called on, for the purpose of allowing the additional half section, as provided for in the treaty.

Done at the agency, on the 7th September, 1831.

GREENWOOD LEFLORE,
Chief of Northwest District, Choctaw Nation.

Teste: W. WARD, *Agent C. N.*

No. 3.—FORM OF A RETURN.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Chief, Green. Leflore	250	5	1	2	32 slaves.] Big Sand prairie, Yazoo valley	2,560	Good land ; Chief, 4 sections provided.
Capt. Kullishubbee	14	4	1	2	Black creek ; the place where Captain Lewis is now	480	Stationed with the United States' troops
Joseph Nelson	20	12	3	10	Yazoo valley	320	Best quality of land.
Catharine McKinny	40	6	2	2	do	480	
Rubin Harris	80	....	....	....	do	....	Settled since the treaty; this place not allowed.
Freeman Smith	30	3	2	....	do	480	
James Stanly	150	5	1	2	do	640	
Thomas Errage	50	6	2	2	do	960	Provided for in supplement ; 1½ sections.
Hyram Vincent	10	2	1	2	do	....	Settled since the treaty ; best quality land.
William Ott	20	4	1	2	do	320	do do
Benjamin Brashears	14	8	3	4	do	160	
Maj. Lewis Laflore	300	5	4	.....	do	1,280	Provided for in supplement of 2 sections ; best quality land.
Edmond McKinny	12	6	1	4	do	160	
Lewis Brashears	12	7	1	3	do	160	
Turner Brashears	50	5	1	....	do	960	Provided for in supplement ; 1½ sections.
Richard Holderfield	8	5	1	3	do	80	
Vaughn Brashears	29	10	2	4	Honey island	960	Provided for in supplement.
Zekiel Roebuck	60	7	1	4		640	
Gideon Beams	5	2	1	....		....	
Widow Beams	....	4	1	....		....	
Gilbert B. Collins	8	3	2	....		80	
Henry Tibbee	....	2	1	....		....	
John R. Countee	....	3	1	....		....	
Ephraim Loyd	47	2	1	....		480	
Moses Foster	15	1	1	....		640	Provided for in supplement.
Nahombee	3	7	1	3		80	
Susan Graham	110	5	1	....	Near Rankin, Mississippi	640	
Ann V. L. L. McEllyn, (widow)	....	1	....	....	Near the mouth of Black creek	....	Settlement made in the spring of 1830 ; since the treaty, lived with mother.
Alex. McGahey	80	6	1	4	Near Rankin, Yazoo valley	960	Residence on poor land, two miles from his plant'n ; provided for in supplement.
Loshomo, (widow)	4	9	1	3	Funnagusha creek, near Rankin	....	
Hannah, (widow)	4	9	1	5	.....	....	
Estonubbee	4	3	1	....	do do	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Hancha, (widow)	3	5	....	3	Near Rankin	80	
Pacichubbee	3	7	2	1	Funnagusha village	80	Land tolerable; hickory and oak.
Nachubbee	2	5	1	2	....	....	
Lokubbee	4	6	1	....	....	....	
Hotubbee	4	4	1	1	Black creek	80	
William Simmons	4	4	1	1	....	....	
John Frazier	30	6	2	3	Funnagusha creek	480	
Stihaka	15	4	4	....	Joining Frazier	160	
Alex. Frazier	15	9	3	2	Funnagusha creek	160	
David Cocronours	50	....	....	....	Yazoo valley	640	
Achilachi	3	5	2	....	Funnagusha creek	....	Gone west Mississippi.
Tohomba	2	2	1	....	....	80	
Benoni Taylor	9	8	1	3	1 white	....	
Isaac Impson	14	8	1	....	1 white	160	
Tishonowahba	2	2	1	....	....	....	
Untannubbee	3	2	1	....	....	....	
Samuel Long	120	7	1	3	Black creek, his residence	960	Provided for in supplement of 1½ sections.
Lewis Ward	40	3	1	1	....	480	
Nockestiah	3	12	3	1	....	....	
Jacob, (widow), Choctaw	6	8	4	....	....	....	Moved from Mississippi to the nation since the treaty.
James Foster	12	5	2	....	....	160	
Foster, (widow)	9	3	2	....	....	....	
Thomas Marten	10	4	1	3	....	....	
Mokalash	5	5	1	4	....	....	
Michael Leflore	74	4	2	1	Little Black creek, west side,	1,280	Provided for in supplement; two sections.
Capt. Oakchiah	8	9	4	2	Quiilla creek	400	Gone west, on the testimony of Wm. Leflore.
Mintubbee	14	6	1	1	Funnagusha creek	160	
Musha	3	5	2	1	....	....	
Onachubbee	2	4	1	2	....	....	
Lomatubbee	6	4	1	....	Funnagusha creek	80	
Tashpinawchihubbee	10	5	3	....	....	80	
Richard Holderfield	3	5	1	3	Shecopah creek	....	Land good.
Chinola	3	4	1	2	....	80	
Netuktahhubbee	....	5	1	3	....	....	
Ahpahfokepah	....	3	1	1	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Major Leflore	30	....	....	....	Funnagusha creek	....	Bought by the Major from Robuck, three years ago, and given to his son, Bazeal, who now resides with his father; none of the family ever resided on the place, but had it in cultivation.
Chokemubbee	8	9	2	2	Quiilla village	400	Captain.] West Mississippi.
Chokemubbee's two sisters	....	10	....	5		....	West Mississippi.
Nelly Dowthet	9	3	1	....		....	On the testimony of William Leflore.
Chickashono	2	4	1	....		....	
Ahsonokhahtak	4	6	1	3		....	
Mahkonawtubbee	4	8	1	4		....	
Takahhoka	2	9	2	3	Quiilla village	....	Good upland.
Imhahlatah	3	3	1	....		....	
Chiniohtubbee	9	7	2	1		....	
Holebatonah	2	4	1	2		....	Gone west Mississippi.
Ahpalinga	4	4	1	1		....	
Biahtah, (widow)	2	4	1	....		....	
Oakchia	2	8	3	2		....	
Phill	6	8	3	2		80	
Stimachubbee	7	5	1	....		80	
Ahlomachubbee	....	5	1	3	Quiilla village	....	West Mississippi.
Hatubbee	6	16	4	1	Swamp field	80	
Ahpaba	5	13	5	2		80	
Tallahoma	5	7	2	2		80	West Mississippi.
Fiohkah	2	12	2	5		....	
Holatubbee	4	6	3	....		....	
Nahkanubbee	4	4	2	....		....	
Ebapacia	4	9	4	1	Quiilla creek	....	
Ahpola	3	5	1	....		....	
Little Nowashtonah	3	4	1	2		....	
Big Nowahtonah	....	6	....	3		....	Gone west Mississippi, testimony of W. Leflore.
Mullatubbee, or Elias	4	9	2	2		....	
Shotubbe	....	5	1	2		....	
Capt. Shields, (6 fields)	21	5	2	....	7 slaves.] Four miles from the Chief Greenwood Leflore's	640	
Oakha	22	10	4	5	Yazoo valley	320	Gone west Mississippi; good land.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under ten years.	Locality of farms.	Total No. of acres.	General remarks.
Tobala	14	7	2	3	.....	160	
Jimoakka	13	5	2	3	.....	160	
Isaac	14	2	1	....	.....	160	
Towake	13	7	2	3	.....	160	
Red Turkey	30	10	2	3	.....	480	
John Homa	20	15	5	5	.....	320	
Peter	23	4	2	....	.....	320	
Esmarnha	13	6	2	2	Near the Chief's, Leflore, Yazoo valley	160	Testimony of Haley, Mr. Jefferson and Wm. Dake having gone west.
Elihiyah, (4 fields)	12	12	5	1	.....	160	Good land.
Yemacha	5	16	5	7	.....	....	
Estomonubbee	5	11	4	3	.....	....	
Estonohahyah	4	3	1	....	.....	....	
Talohachubbee	10	9	3	3	.....	....	
Aontanubbee, or Mushshulah	2	5	1	1	.....	....	
Kanamatubbee	2	16	3	5	.....	80	
Tuskahaka	....	7	1	2	.....	....	
Hallopah	2	9	3	3	.....	....	Gone west Mississippi.
Estongab	5	12	2	4	.....	....	
Phillateah	3	9	4	2	.....	80	Good land.
Ioakatubbee	....	8	2	3	.....	....	Gone west Mississippi.
Maintubbee	....	5	1	....	.....	....	
Temonah	5	9	2	3	.....	....	
Estonohema	25	5	3	....	.....	320	Testimony of Wm. Leflore and D. Haley.
Ticknohoma, (wid.)	5	4	2	....	.....	80	Gone west.
Big Pumpkin	3	3	1	....	.....	80	
Acahestemah	2	5	2	....	Yazoo valley	....	
Ohehopo	4	11	1	5	.....	....	Gone west Mississippi; land good.
Ahcocea	3	2	1	....	.....	80	
Tallubbee	2	12	3	5	.....	....	
Ishpamba	14	10	3	3	.....	160	
Ishteponubbee	3	10	2	4	.....	....	
Cahnomacha	2	7	2	3	.....	....	
Nahlahoma	3	12	3	5	.....	80	
Oakkahlahchubbee	2	8	2	4	.....	....	Gone west Mississippi.
Nokkaimpiyah	....	5	....	...	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ned Perry	20	9	3	3	4 slaves.] Teyocktahliah creek	320	Upon the testimony of Wm. Leflore.
Charles Hays	20	2	1	....	2 slaves.] do	320	do do
Nannjah	....	5	....	4	Big sand	....	Land tolerable.
Nowtubbee	3	11	3	6		....	Gone west Mississippi.
Mosholajoh	3	10	2	5		....	do
Tamba	3	9	2	4		....	
Kahnonetokubbee	3	8	3	3		....	Land tolerable.
Shabaweca, (5 fields)	5	12	2	5	Puttahcahcoah creek	80	Insane, and must be guarded.
Onaharmbe	6	8	1	4		....	
Kahneahhoketah, (3 fields	15	4	1	....		160	
Nahshobahnowah	4	14	4	4	Yellow Bush, (a river)	....	
Cahnowtontah	3	6	1	2		....	
Hoyabbah	3	7	2	3		....	
Wakatubbee	5	2	1	....	Puttahcahcoah	80	
Muscogahhomah	3	10	2	4		....	
Elehopiah	5	3	1	....		80	
Yenatubbee	3	5	1	2		....	
Elihomegah	4	6	2	2		....	Gone over Mississippi river.
Eahcuktoonah	5	2	....	....		....	
Kahnowanubbee	2	7	1	4		....	
Capt. Turnbull	40	3	1	1	Yazoo valley flat	480	Land tolerable.
Ohyohpah	6	6	2	3	Puttahcahcocah	....	
Pat. Riley	10	6	1	4		....	
Enos Waid	20	6	1	4		320	Upon the testimony of the captain and John Hammond.
Emahka, (widow)	3	5	1	2		....	Land tolerable.
Tickhahpalubbee	4	7	1	2		....	
Sam'l A. Allen	5	2	1	1		....	Was working and preparing to settle his present place at the time of treaty, but was not living on the place; was living with his father-in-law.
Jacob Thompson	5	6	1	3	Yellow Busha, east side	....	Settled since the treaty.
Cahnoontantah	3	6	1	3	do do	80	
John Hammond	10	2	1	....		80	
Robert Turnbull	20	2	1	....	Yellow Busha, west side	320	Upon the testimony of captain and Mrs. Hammond.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Samuel Foster	40	6	1	3	12 slaves.]	960	Provided for supplement.
James Oxberry	....	5	1	3		....	
Wm. McKay	4	4	1	2	4 m. from Elliott, near L. Thompson	80	
James McKay	....	1	....	....	do do west side	....	
Isaac Perry	50	6	1	3		640	
David Oxberry	30	6	4	....	1 slave.] Cutchchiyah creek	480	Tolerable land.
Tomfuller, (widow)	4	10	5	....		....	
William Thompson	12	4	1	....		160	
Illanoowatche	2	2	1	....?		....	
William Turnbull	200	4	2	....	Yellow Busha	640	Three places; lives upon the one upon the hill ¾ miles from old place.
Jintubbee	2	5	1	2	do west side	....	
Pashtonioh	3	2	....	....		....	
Daniel Harris	23	5	2	....		320	
Jahwah, (woman)	10	3	....	....		....	This place was abandoned by Thomas T. Allen before the treaty, and is not entitled; the woman lives on the place, and made a crop in 1830.
John Perry, (two places)	50	4	1	1	Yellow Busha, east side	640	Lived on his prairie farm at the time of treaty.
Shonaka	....	7	1	5		....	Settled since the treaty on John Perry's place.
Holah	2	4	1	2	Tillatola creek	....	
Mulattubbee	2	3	1	1		....	
James Perry	50	3	2	....	30 slaves.] Spring creek	640	
Howahchubbee	....	4	1	2		....	
Yohpatah	....	5	1	2		....	
Nahholubbee	4	9	3	4	West side Yellow Busha, Loociskoonah creek.	....	
Nelly Dyer	6	7	....	2		....	Good land and spring.
James Davis	20	11	2	3	6 slaves.]	320	
Perry, (widow)	30	2	....	....	15 slaves.]	480	Land good.
Joseph Perry	80	10	4	3	21 slaves.] Waters of Loociskoonah creek, Old Lick	640	Land good.
Charles Frazier	9	5	1	1	4 slaves.] Yellow Busha, east side	....	
Tohachubbee	2	8	1	7		....	
Ahnowatchcha	4	10	3	3		....	
Ahtonoga	2	6	1	4		....	
Iamintah	3	13	6	4		....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Philip Vaughn	4	13	4	3	....	....	
Charles Vaughn	4	4	1	....	....	....	
Checopubbee	2	12	3	7	....	....	
Yahshohopia	2	6	1	4	....	....	
Feochainsha	....	5	1	3	....	....	
Oonnohacah	....	2	....	....	....	....	
Appasawintubbee	2	7	2	2	4 slaves.] Yellow Busha, west side	....	
Tishopi	3	13	2	7	Batup in Bogue, east side	80	
Fahpoh	2	8	2	7	....	....	
Tuthleah	2	6	....	....	....	....	
Oascoolahhomah	2	11	4	....	....	....	
Nockesteubbee	2	7	1	3	....	....	
Mosholah	2	8	3	2	....	....	
Hardy Perry	12	7	1	4	....	160	
Osheshahomah	2	5	1	2	....	....	
Lahpenetubbe	3	5	1	3	....	....	
Moontubbee	6	17	4	7	....	80	
Mehayahtubbee	3	8	2	3	....	....	
Tuskloontubbe	20	13	1	4	....	320	
Ticklamba	....	5	1	2	....	....	
Oonnubbee	2	8	1	5	....	....	
Oawahkah	3	13	5	4	....	....	
Toonah	....	6	3	1	Batup in Bogue	....	
Yemachubbee	4	10	2	5	....	....	
C. Minlatubbee	....	6	1	3	....	....	
Capt. Fletcher, (3 fields)	12	13	3	5	Wolf creek, west side Big Black	480	Entitled as Capt. ½ section.
Garnet E. Nelson	40	7	2	1	Residence, Yellow Busha	960	Provided for in supplement.
George Nelson	....	6	2	4	....	....	
Isaac Nelson	5	8	2	3	Yellow Busha, east side	....	
Edon Nelson	....	3	1	1	do west side	....	Moved since treaty on Tallahatcha.
Blount Nelson	....	3	1	1	....	....	
Solomon Nelson	6	3	1	1	Yellow Busha, east side	....	
Molly	....	6	1	3	....	....	
Chubbee	....	5	....	3	....	....	Moved on Tallahatcha since the treaty.
Tushkahtubbee	2	2	....	....	Yellow Busha, near old Nelson's old place	....	Provided for in supplement, 2 sections.
Robert Cole	15	20	3	4	....	1,280	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Betsey	6	7	2	3	....	....	
Sockkatubbee	8	5	1	3	....	....	
Pahcahlah	3	2	....	1	....	....	
Hotubbee	2	9	2	4	....	....	
Coleman Cole	4	6	1	3	....	....	
Estenonahchubbee	2	9	1	4	Baytuppena Bogue	80	
Otemalah	....	1	....	1	Baytuppena Bogue	....	
Shenahkah	6	1	....	....	....	....	
Jack	....	4	1	1	....	....	
Funny	....	1	1	....	....	....	
Tishahhomah	3	4	1	2	....	....	
Peallah	2	7	1	....	....	....	
Charles Crevatt	....	4	1	3	....	....	
Onnahaba	2	7	1	2	Sokalahatchee, east side Yellow waters	....	
Tishohbuttah	2	9	3	4	....	80	
Tashhubbee	2	4	1	1	....	....	
Muscogahmastubbe	2	6	2	2	....	....	
Shoslushooma	3	9	2	4	....	....	
Ontahtubbe	3	6	2	2	....	....	
Malah	3	10	1	4	....	....	
William Frazier	6	13	3	5	Yellow Busha, east side	....	
Oklahkaintubbee	3	9	1	4	....	....	
Konokatubbee	3	9	1	4	....	....	
Nancy	4	2	....	....	....	80	
Deavenport	10	4	1	....	....	80	
Lahhotubbee	....	8	2	3	Wolf creek, west side; Big Black, near Capt. Hitchey	....	Settled since the treaty.
Barba	4	7	2	2	....	....	
Miyah	9	6	2	2	....	....	Tolerable land.
Abbatiah	2	7	1	3	....	....	
Emelatubbee	5	11	2	5	....	....	
Simon Frazier	....	6	1	1	....	....	Near the Captain's; settled since the treaty.
Phillimoah	8	12	2	6	....	....	
Emiholatubbee	2	4	1	2	....	....	
Opaihomah	4	11	4	5	Big black, east side	80	
Attobetoonah	3	6	2	3	Horn creek	80	Gone west of Mississippi.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Estemonah	3	7	2	3	....	....	
Opakka	7	8	3	3	....	....	
Nansha	3	7	2	3	....	....	
Pesahhoyoh	3	7	2	2	....	....	
Daniel McCurtain	20	11	4	3	Old Natchez train	640	Upon the statement of Capt. Fletcher provided for in supplement of 1 sec.
Lewis Perry	....	....	....	....	....	....	
Thomas McCurtain	....	....	....	....	North side of Byawayah; north side Natchez train	....	He says he will have a different place.
Oanwahcubbee	3	4	3	....	....	....	
Wahlah	2	3	1	....	....	....	
Tunup	2	6	1	3	....	....	
Parshemastubbee	....	3	2	1	....	....	
Ohnolachubbee	3	6	1	4	....	....	
Oashinshamastubbee	4	9	4	2	....	....	
Yokchubbee	2	6	1	4	....	....	
Ohnola	3	3	1	1	....	....	
Stakah	3	9	3	3	....	....	
Esteyah	3	11	4	4	....	....	
Ollomaintubbee	3	10	3	3	....	....	
Poor Davey	20	2	1	....	Natchez train	320	Poor land.
Econahhemah	3	9	1	4	Yocknockena creek	....	On the waters of Pisle river.
Hobahtah	3	7	2	....	....	....	
Eahciyah	3	3	1	....	....	....	
Hecatubbee	3	5	1	3	....	....	Land tolerable.
Oinchala	3	3	1	1	....	....	
Pesahjah	2	9	4	3	....	....	
Yamonubbee	2	3	1	1	....	....	
Oannahheyah	2	3	1	1	....	....	
Ohtekah	2	4	1	2	....	....	
Pahshamesha	2	3	1	1	....	....	
Tuscehah	3	7	3	2	....	....	
Pesahhonubcee	3	6	1	3	....	....	
Oonnhohyah	3	5	2	2	....	....	
Yopiahka	2	7	1	3	....	....	
Nockenahteyah	3	7	1	3	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Wesuckehchomah	....	1	....	....	....	....	
Ahbetookcheyah	2	6	2	3	Big black, northwest side	80	
Athlopahhomah	5	9	2	1	....	....	
Iyopahna	....	4	1	2	....	....	
Jishtohohnubbee	3	5	1	1	....	....	
Shobotubbee	3	4	1	2	....	....	
Muscoyahmastubbee	2	5	3	....	....	....	
Lahwahtubbee	2	7	1	3	....	....	
Ecunnahschubbee	2	3	1	1	....	....	
Elahwahtubbee	12	10	3	4	5 miles from Crapes', (a Frenchman)	160	Thin land.
Stuncunnneubbee	....	2	1	....	....	....	
Placed Crapes	20	7	1	5	....	320	
Stephen Crapes	12	6	1	4	....	160	
Hohtubbee	4	6	1	1	Waters Big Black, east side	....	
Estubbatiah	3	6	1	3	....	80	
Jerry	3	6	3	2	Natchez Trace road, east side	....	
Pashachubbee	8	11	3	3	....	....	Upon the testimony of Capt. Fitcher
Nockanagah	4	10	3	4	....	....	
Nahshabah	2	6	1	3	Big Black, west side	....	
Kahnoutekiyah	2	5	1	3	....	....	
Ahpahtanubbee	4	9	3	2	....	....	
Elhcolaja	....	3	1	1	....	....	
Estonnohantubbee	....	7	1	3	....	....	
Hohtekah	3	5	....	1	....	....	
Shotubbee	....	3	1	1	....	....	
Pisteah	2	4	1	2	....	....	
Estapuckanah	2	7	1	5	Big Black, west side	....	Land good.
Cheyah	2	7	....	3	....	....	
John Bolvin	2	6	1	2	....	....	
Chemahtamba	2	5	1	3	....	....	
Fahlahmatubbee	4	13	4	5	....	....	
Tuscohoomastubbee	6	14	3	4	....	....	
Henahhomah	2	7	3	5	....	....	
Looockhomah	....	....	....	....	....	....	
Launamantubbee	3	4	1	2	....	....	
Illamahah	2	8	3	3	....	....	Land tolerable.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Shoemah	2	5	1	....	....	....	
Dave Fortune	4	2	1	....	....	....	
Emashaja, (widow)	12	7	2	2	....	160	
Tithala	2	3	1	....	....	....	
Tonubbee	4	2	....	....	....	....	
Esteen, (widow)	2	3	2	....	....	....	
Attahhubbee	2	6	1	4	....	....	
Tohpohnah	2	3	....	1	....	....	Good land.
Anowachcha	2	9	1	5	....	....	
Ohcoloostah	2	8	3	2	....	....	
Pesahgahubbee	2	5	1	3	....	....	
Ubbeetonnoah	2	12	1	5	....	....	
Tushcoluttah	3	6	1	3	....	80	
Ishmatba	3	11	2	3	....	....	
Cunnamiyoh	3	2	1	....	....	80	
Capt. Leflore	12	12	3	5	Big Black, west side	480	Good land.
Mehahtubbee	2	12	2	4	Ihatocockahtah village	....	
Shoniah	6	9	2	1	....	....	
Elohhotaga	4	6	2	3	....	....	
Emonahohgah	3	6	2	1	....	....	
Weoakka	2	4	1	2	....	....	
Ohkalistiah	3	6	4	....	....	....	
Chihahkah	12	7	3	2	....	160	
Nowah	5	7	2	3	....	....	
Wahkahionubbee	2	5	1	3	....	....	
Founkhah	2	6	3	....	....	80	
Ohponubbee	2	8	1	4	....	....	
Tuskahomah	12	13	4	4	....	160	
Nohwahhahga	8	10	3	3	....	....	
Noekanaga	12	11	3	4	Big Black, west side	160	Good land.
Phillemahhays	22	10	3	4	Etakewahtah creek, west side Big Black	320	Land good.
Tushkahhagah	..	....	....	....	....	....	
Ohcalahhahyoknubbee	2	8	2	4	....	....	
Iyanatubbee	3	....	....	....	Big Black, south side	....	
Pesahtahnubbee	12	9	1	4	do near Capt. Leflore	160	Gone west. Belongs to Capt. Maintubbee's company.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Tussahhah	2	5	1	3		80	Good land.
Isaac Leflore	32	2	1	....		480	
Mary Smallwood	13	7	....	4		160	
Joel Leflore, (at his father's, 12)	20	7	2	3		320	
Jefferson Sixton	4	6	1	3		....	
Shamahlatubbee	2	5	2	2		....	
Pislooksha	2	2	2	1		....	
Ohcolasha	6	4	1	1		....	
Nockkanuntubbee	5	2	1	....		....	
Billy Fry	....	6	3	....		....	Peenstubbee's company.
Ohlookkaloonubbee	....	2	1	....		....	
Cheletah	3	4	1	2	Ethpahchosha creek or Bogueweshucksha	....	
Ulkcotubbee	3	4	2	....		....	
Tunnowah	12	11	3	5		160	
Tofahmah	6	4	1	1		....	
Nockubbee	6	3	1	....		....	
Cahhahla, (widow)	5	10	4	3		80	Capt. Leflore's company.
Pissahnowah, (widow)	3	6	2	1		....	
Tishohlatah	3	4	....	2		....	
Fahlahmubbee	4	4	1	2		....	
Oastah	3	6	1	4		....	
Nohsacanna	2	8	2	4		....	
Hubunetubbe	8	6	1	3		....	Good land.
Tishohheah	....	3	1	....		....	
Wahkahtubbee	6	11	3	4		....	
Cunnamecha	3	8	3	2		....	
Moonautubbee	2	2	1	....		....	
Kahougatubbee	12	8	4	....	Siltpath creek, Big Black, south	160	
Yokah	3	6	1	....		....	Good land.
Tohshowah	5	5	1	3		....	
Tooshotubbee	3	9	2	3		....	
Wallace	4	6	1	3		80	
Davy Sixton	12	9	2	4		160	
Cunnanchubbee	3	3	1	1		....	
Redbeard	5	9	1	3		....	
Stemahlatah	3	3	....	1		....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Charles Bacon	8	2	1	1	Big Black	....	Good land.
Stegatubbee	2	3	1	1		....	
Oakchahomah	2	6	2	2		....	
Teely, (2 fields, 7 and 5)	12	6	2	3	Natchez trace	160	
Athpesatubbee	3	6	3	2		....	
Tahhah	3	9	3	2		80	
Ohnahta	4	5	....	2		....	
Twattah	10	4	1	2	Natchez trace, south side	80	
Ohwantubbee	12	8	1	3	Hallooppah creek	160	
Tom Willock	12	6	1	2	Natchez trace, south side	160	Poor land.
William Black	6	5	2	1		....	
Maashintah	4	7	1	5		80	
George Pusly	50	17	3	4		640	
Panshahooktah	2	2	1	....		....	
Hookta, (widow)	2	3	1	....		80	
Noonwahoka	2	4	....	3		....	
Tushkihagah	2	6	2	3	Big Black, north side, near Capt Fletcher's	....	
Stohnahhooktah	12	4	....	....		160	
Samuel McCowan	3	4	1	1		....	
Ohnahtanubbee	9	4	1	2	Shinshallmoh creek	80	Capt. Ohshuckshehomah's company.
Tohhobinga	4	2	1	....		....	
Jutimmiohka	2	2	1	....		....	
Yenubbee	3	4	1	1		....	Poor land.
Tuppanishteah	5	6	1	3		....	
Tallawah	8	4	1	1		80	
Homemohmah	....	1	....	....		....	
Hoopahmooah	4	7	1	4	Natchez trace, north side	....	
Ohchahahomah	4	2	....	1		....	Capt. Ohtookcoh.
Capt. Wakshahshamastubbee	4	8	2	1	Shauntokhala village	400	Capt Barnscarns' company.
Hoyohpah	2	3	1	1		....	Durand.
Fahletah	2	8	1	5	Shauntokhala village	....	
Moshulacah	3	2	2	....		....	
Stemeohnah	5	1	....	....		....	
Emahlah	2	7	1	4		....	
Shoompahlah	2	7	1	4		....	
Tishonahwah	12	14	5	5		160	Land tolerable.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Nookkitla	4	1	....	....	....	....	
Tahmampesttubbee	3	6	1	2	....	....	
Lejah	3	4	1	2	....	....	
Bingard or Buzard	12	8	2	3	....	160	
Ohcoackoktubbee	2	4	1	2	....	....	
Massa McKinney, (widow)	5	10	2	3	....	80	
Robert McKinney	2	3	1	1	....	....	
Pasubbee	12	8	2	3	....	160	
Opunachubbee	5	9	1	5	....	....	
Silas McKinney	12	5	1	2	....	160	
Cunnamautubbee	....	1	....	1	....	....	Settled since the treaty.
Susan Carns	....	2	....	....	....	....	
John Pickins	....	3	....	1	Big Black	....	Poor land.
Netucktahchonoba	....	....	....	....	Stoppinghead creek	....	More proof required to establish that you were living here before the treaty.
Netucktahhubbee	....	5	1	3	....	....	Kutteshubbee company.
Oakohlemasha	2	2	....	1	....	....	
Shemahlah	....	....	....	....	....	....	
Poshohacubbee	....	6	1	4	....	....	
Nocowahchohubbee	2	6	1	4	....	....	
Tuskahahga	2	8	3	3	Hecahtahlegah creek, west side Big Black	....	
Ittehohmbah	4	5	2	1	Oakchiah	....	
Iyahnahtubbee	2	4	1	2	....	....	
Ohshomahta	2	2	....	1	....	....	
Masholatubbee	....	5	1	3	....	....	
Elanah, (widow)	3	2	....	1	....	....	
Elonea	2	2	....	....	....	....	
Nehohba	6	6	1	2	....	....	
Ohnontahba	....	3	1	1	....	....	Since treaty.
Nashoba	4	2	1	....	....	....	
Unnotahba	....	4	1	1	....	....	
Machea	4	2	....	....	....	....	
Ittehohloonah, (widow at Taylor's)	4	2	....	....	....	....	
Gipson Gowen	....	4	1	2	....	....	Admitted that he did not live on his place at the time the treaty was made, but had the logs cut.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
William Taylor	7	6	1	4	....	....	Capt. Durant's company.
Sheloop, (spirit)	7	6	1	4	West Big Black; nearest house to Scott's store.	....	
Ittahcheyah	5	1	....	....	....	....	Capt. Lua Wilson's company.
James Choat	35	6	1	3	....	480	Capt. Durant's company.
Billy Duill	....	7	1	4	....	....	
Charles Durant	12	6	1	3	Bullockchasha creek, east side Big Black	160	
Eli W. Crowden	15	9	2	4	1 slave	160	
Juck Crowden	....	2	1	....	....	....	
Amos Wilson	6	2	1	....	....	....	
Uttohhah	5	6	1	3	....	....	
Lua Wilson	12	5	1	3	....	160	Capt. Lua Wilson's company.
Nenochahta	7	10	1	5	....	....	
Elahpahyoka	3	6	2	3	....	....	
Hocksaga	5	9	2	5	Bullockchahsha creek, Big Black	80	
Tumer Word	10	8	5	1	....	80	
Mrs. Ward	4	3	....	1	....	....	
Otumna	10	7	1	4	....	....	
Billy Tahhah	8	7	....	5	....	....	
Elizabeth Wilch	6	1	....	....	....	....	
Pahtahnaka	....	....	....	....	....	....	Capt. Stemalecha's company.
James Cobb	3	1	1	1	....	....	
Edon Ward	20	2	1	....	1 slave.] Long creek, east side Big Black	320	Red Dog's company.
Adam	5	8	3	3	....	....	
Euockatubbee	2	6	2	3	Opooktah creek	....	
Pier Durant	12	9	3	3	....	160	Weshuckshehomah's company.
Leroy Griggs	....	....	....	....	1 white.] Opooktah creek	....	Moved here since the treaty, and not entitled to land.
Capt. Durant	8	11	2	7	....	....	
Tohhoga	....	2	....	....	....	....	
Ishtahnechubbee	4	9	1	7	....	....	Capt. Wilson's company.
Lua Durant	15	3	1	....	Long creek	960	Provided for in supplement.
Captain Bob	6	5	1	3	....	80	Must include his old place; Robinson road.
Cunnetamba	12	6	1	4	Near Durant's	160	
Eyatomuttubbee	3	1	....	....	....	....	Capt. Bob's company.
Ehemahhahubbee	....	6	1	3	....	....	
Metubbee	....	3	1	1	....	....	

No. 3—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Seksahnopala	8	5	1	3	.....	80	Capt. Wilson's company.
James Gibson	30	4	1	2	.....	480	
Hemockchamba	4	6	1	....	.....	....	Weshuckshehoma.
Lucy Siston	5	5	3	....	Cinnaushsha	80	
John Cooper	12	9	1	3	Old Natchez trace	160	Tom Leflore's company.
Benjamin Bacon	....	2	1	....	.....	....	
Ohgolegah	3	8	4	....	.....	....	
Pike Peggy	3	2	....	....	.....	....	
Chulanhomah	....	3	2	....	.....	....	
Chotokenah	2	5	1	3	.....	....	Wilson's company.
Isaac Choat	6	8	1	5	.....	....	Tom Leflore's company.
Isaac Baptin	....	3	1	1	.....	....	
John R. Lynch	12	4	1	2	.....	160	
Emamba	6	8	1	4	.....	....	
Iyickcunnah	....	3	1	1	.....	....	
Elacoplaba	4	4	1	2	.....	....	
Ahchomanod	....	6	1	4	.....	....	Capt. Semelecha's company.
Pistowah	3	4	2	1	Natchez trace	....	
Emahblachubbee	2	7	1	4	.....	....	Poor land.
Punnipsa Carns	6	8	2	3	.....	....	
Pokahoyah	....	3	....	....	Natchez trace	....	Poor land.
Ebahnatubbee	5	6	1	3	.....	....	
Yoknehomah	....	4	1	3	.....	....	
Nockaminga	5	6	1	3	.....	....	
Lowacha	3	3	....	1	.....	....	
Elamba	4	4	1	2	Bullockchasha village	....	Land very poor.
Nockemiyah	5	3	1	1	.....	....	
Hotepomubbee	....	2	....	....	.....	....	
Twiny Durant	....	2	1	1	.....	....	
Tickbeegah	3	8	1	1	Kaimtooktah village	....	
Motubbee	2	5	2	1	.....	....	
Yockahhah	....	2	....	....	.....	....	
Hobahtaba	....	6	3	1	.....	....	
Hotemahye	3	8	10	4	Near Natchez trace	....	
Emaahtubee	4	4	1	2	.....	....	
Cuchchatubbee	3	6	1	3	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ibbahcahtubbee	8	2	1	....	....	....	
Chehamba	....	6	1	4	....	....	
Cunneyahchona, (widow)	....	4	....	3	....	....	
Ahkanayubbee	....	3	1	1	....	....	
Yahchubbee	....	3	1	1	....	....	
Pasahba	....	2	1	....	....	....	
Ishpana, (widow)	2	3	....	1	....	....	
Saintolo	....	3	1	1	....	....	
Yokkanubbee	....	3	1	1	....	....	
Ohshonutickeah	....	4	2	1	....	....	
Maincha	3	8	1	5	....	....	
Lomahtacah	....	3	1	1	....	....	
Mehahteyah	2	2	....	1	....	....	
Lokanah	3	4	1	1	....	....	
Yimatoonah	....	2	....	....	....	....	
Pahfilla	....	5	1	3	....	....	
Cunnemotubbee	3	5	1	3	Near Natchez trace	....	
Ittahyematubbee	2	6	1	4	....	....	
Eyahtubbee	....	4	1	2	....	....	
Hocohlahonah	....	1	....	....	....	....	
Tahmaintubbee	3	6	3	1	....	....	
Ittohnowah	4	6	1	4	....	80	
Bahleetla	....	4	1	2	....	....	
Yahpahlubbee	....	4	1	2	....	....	
Tallwah	3	2	1	....	....	....	
Phillemah	4	2	1	....	....	....	
Nosaka, (widow)	....	5	....	4	....	....	
Pissahhocotubbee	....	3	1	1	....	....	
Cunnestoonah	....	2	....	1	....	....	
Nahshobah	3	2	1	....	....	....	
Oakkahamba	3	2	2	....	....	....	
Wakshasha	....	1	1	....	....	....	
Gilbert Terrell	....	4	1	1	South Natchez trace, near Parker	....	
Nelly Beans	....	....	...	....	11 blacks; free)	....	The children of Nelly Beans, born in the nation.
Jerry Nearney	30	8	2	4	9 slaves. South side Robinson fields ½ mile	480	
Rubin Harris	200	8	1	4	20 slaves. Robinson's road	960	Provided for in supplement.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ishstacah	3	3	1	....	Yockanookana, east side	....	Capt. Pitkin's company.
Onahhabba	4	7	1	3		80	Near B. Leflore's.
Ranson Durant	8	4	1	2		80	
Pissahhocatubbe	2	2	1	....		....	
Hobatubbee	....	4	1	2		....	
Mahtubbee	3	2	1	....		....	
Yemaincha	....	....	....	....		....	
Uffahpohapia, or Hopiahoma	3	5	1	1		400	Captain.
Hitchcha	3	3	1	1		....	
Ahlookcocha	3	4	....	1		....	
Uffahmoantubbee	3	3	1	1		....	
Cunnoyubbee	3	2	1	....		....	
Konahhochubbee	3	5	1	3		....	
Enowah	3	7	2	4		....	
Estahheman, (widow)	3	6	1	2		....	
Hittooklawah	2	5	2	1	Upper settlement	....	Capt. Pesahtubbee.
Mingohemittah	2	6	4	1		....	
Yemetahhomah	....	6	1	....		....	
Natt	3	10	3	4		....	
Estemahlahachi	4	5	1	3		80	
Lookfahanchehaba	3	6	1	4		....	Capt. Cobb's company.
Illihahyah	3	5	1	3		....	
Tishohamah	4	9	1	3	Hanging Racoon Village	....	
Oonnubbee	4	4	1	2		....	
Cutta	2	3	1	1		....	
Hatenahauchubbee	4	8	3	4		....	
Pissah	....	2	1	....		....	
Chillatah	4	8	2	4		80	
Ilthcatubbee	3	3	1	3	Hanging Racoon village	....	
Yautah, (3 fields)	15	12	5	1		160	Capt. Peshatubbee company.
Ayahhatubbee	6	2	1	....		....	
Lomahtubbee	4	4	3	....		....	
Capt. Red Dog	6	4	2	....		1,280	The Captain west Mississippi provided for in treaty.
Mehahtemah, (widow)	4	8	1	1		80	
Oaklahkuntah	12	4	1	....		160	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Pasacheubbee	....	2	1	....	.....	....	
Kahahhachubbee	2	6	1	2	.....	....	
Yimmubbee	3	7	1	4	.....	....	
Halluntah	12	5	2	1	.....	160	
Kahpala	....	4	1	1	.....	....	
Stemalah	2	4	1	1	.....	....	
Bola	12	4	1	2	.....	160	
Capt. Pickins	20	12	2	6	.....	320	
Mrs. Harkins	150	6	2	....	.....	640	Land tolerable.
Capt. Cobb	80	9	3	2	.....	640	
Hotoonah	7	4	....	2	.....	....	
Pashabatubbee	4	4	1	2	.....	....	
Tocala	12	3	1	1	.....	160	
Nookhahgolah	....	5	1	2	.....	....	
Tahmahhagah	12	8	2	4	.....	160	
Nookshobole	....	13	3	4	.....	....	
Hannah	2	6	....	2	.....	....	
Ishtalubbee	2	4	1	2	.....	....	
Tom Wilson	2	5	1	....	.....	....	
Immalubbee	....	3	2	....	.....	....	
Wenahka	....	4	....	1	.....	....	
Capt. Uttoka, or Toka	3	1	1	....	Yellow Butchcha	....	
Thalhcofeche	6	6	1	3	.....	80	
Illahyonubbee	....	2	1	....	.....	....	
Ahnalachubbee	2	10	2	2	.....	80	
Awahntubbee	2	5	1	1	.....	....	
Capt. Penesahtubbee	4	7	1	3	.....	....	
Hoteya	....	5	....	3	.....	....	
Pesahtoonah	3	1	....	....	.....	....	
Sunnah	8	6	2	3	Bushey-savanah Acheletah	80	
Tunuphajah	4	11	5	1	.....	....	
Benj. Frazier	4	4	1	2	Near Robinson road	80	
Masse Frazier	6	6	1	4	.....	80	
Louis Frazier	14	4	1	....	Near Robinson road, north side	160	
Mrs. Wilson	200	8	1	5	11 slaves.] Robinson road, north side	640	
Elohtubbee	3	8	2	3	.....	....	Capt. Red Dog's company.

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
George Harkins	20	3	1	1	.....	1,280	Provided for in supplement, 2 sections.
Tuskamatahfah	20	7	1	3	Yellow Butcha	320	
Betsy	8	10	3	2	.....	80	
Ahnookfilla	4	5	1	3	.....	....	
Ahnubbee	8	5	3	1	.....	80	
George Turnbull	30	8	2	3	9 slaves.] Robinson bridge, east side	480	
Chompah	3	4	....	2	Near R. Durant's	....	Gone west Mississippi.
Yaknolahtubbee	....	2	1	....	.....	....	do
Illahoyubbee	....	4	1	2	.....	....	do
Lockka	7	12	5	4	Yocknookana, east side	....	
Eyahtubbee	....	3	1	1	.....	....	Capt. Weshuckshehana company.
Emeyahhookla	4	9	1	4	.....	....	
Elahfatah	4	6	1	4	.....	....	
Ahtobotubbee	3	7	2	3	West Natchez trace, Purnissah	....	
Ahnowahtubbee	4	7	3	2	do do east side	....	
Tokahyah	6	6	1	2	.....	....	Taken by Mrs. Lytle, of Nashville.
Capt. Thos. Hays	30	6	3	....	Robinson road, south side	480	Poor land.
Moses Perry	20	4	....	2	1 white.] Pearl river	220	
John Cafry	30	2	2	....	3 slaves, 1 do]	480	
Mary Harrison	40	4	3	....	4 slaves]	480	
Marlalubbe	4	6	....	4	.....	....	
Nockishtaiaya	10	2	....	....	.....	80	
Emalahubbee	2	15	....	6	.....	80	
Isaac Bliss	25	6	1	2	.....	320	
Levy McOfee	20	6	1	2	.....	320	
Ononchetubbee	10	6	2	2	.....	80	
Betsey Hays	6	2	....	....	.....	80	
Martha Milton	6	2	....	....	1 slave.]	....	
Oshtaba	8	4	1	3	.....	....	
Hoshehomah	12	9	2	3	.....	160	
Capt. Pinsattubbee company	....	....	....	....	Rabinson road, north side	....	
Nowatonabe	10	7	....	3	.....	....	
Edward Gurter	6	4	1	....	.....	80	
Nokke	2	5	2	1	.....	....	
Levi Jones	30	15	3	6	.....	480	
Itemabi	8	2	....	....	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Mintabbi	25	5	....	3	.....	320	
Capt. Weshockchehomma	30	22	1	16	.....	480	
Oklateya	10	16	6	3	Robinson road, south, on waters Pearl river	80	Poor land and good water.
Loma	2	7	1	3	.....	....	
Ishtemaya	1	8	....	5	.....	....	
Abbetishtaya	4	7	....	3	.....	....	
Ahcheba	5	7	1	5	.....	80	
Lowway	20	7	2	1	.....	320	
Katohochubbee	2	6	....	1	.....	....	
Nokkachukma	4	5	1	2	.....	....	
Iyokpanabi	10	12	2	6	.....	80	
Hocha	15	7	2	2	.....	160	
Ishtyar	2	5	1	....	.....	....	
Hotiake	15	4	1	1	.....	160	
Capt. Holatohomma	30	23	7	6	Young Warrior; waters of Pearl river	480	Land tolerable, and first rate spring.
Wakatubbee	8	9	3	2	.....	80	
Yalatona	20	9	....	3	.....	320	
Loomah	3	8	1	3	.....	....	
Walkaiya	12	15	3	4	.....	160	
Takhoyo	8	9	....	5	.....	....	
Tom	....	5	....	3	.....	....	
Blasson, (woman)	....	7	2	2	.....	....	
Emonubbee	8	6	1	....	.....	....	
Bonepicker, Sen.	4	5	....	....	.....	....	
Khichasaw	1	14	1	3	.....	....	
Pusttookcha	10	7	1	4	.....	80	
Bonepicker, Jr.	2	7	1	1	.....	....	
Lahotubbee	2	9	1	3	.....	....	
Frazier	2	12	3	4	.....	....	
Heenneubbee	15	12	1	3	.....	160	
Hoobbe	15	10	3	2	.....	160	
Dr. Warkaryoemah	15	16	4	4	.....	160	
Alatona	4	6	2	2	Young Warrior; waters of Pearl river	....	
Toka	4	8	3	1	.....	....	
Boachubbee	2	9	1	2	.....	....	
Abachokowa	....	4	1	1	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Ishmiubbee	6	5	3	....	....	....	
Kiahar	8	8	2	2	....	80	
Nokayota	8	1	....	..	....	....	
Onatacha	6	8	2	2	....	....	
Mehatestia	4	5	1	2	....	....	
Vahmautubbee	2	3	....	1	....	....	
Feleyata	12	6	2	2	....	160	
Nosaka	12	8	2	2	....	160	Land tolerable.
Ishtamohoyo	8	7	3	2	....	....	
Wokalah	8	9	1	6	....	....	Poor land and good water.
Capt. Atoko comp	....	....	....	....	....	....	
Mingo	10	12	4	3	....	....	
Amashchokey	2	9	1	2	....	....	
Franswa Dupree	2	3	....	1	....	....	
Capt. Ikchama	8	5	....	3	....	....	
Big Bear	2	9	1	2	....	....	
Barnatubbe	12	5	....	3	....	160	
Ionnubbee	5	....	1	2	....	....	
Pisahnowa	5	....	....	....	....	....	
Kanagonubbee	8	10	2	4	....	80	
Levy	2	3	....	1	....	....	
Konshe	2	8	1	1	....	....	
Tuskmastubbee	8	10	2	4	....	....	
Malahoka	8	8	1	5	....	80	
Hotoka	4	5	1	1	....	....	
Moyo	....	6	3	1	....	....	
Benjamin	20	5	1	2	....	320	
Jacob	30	6	1	2	....	480	
Ahaglaasha	4	10	2	2	Young warrior. Waters of Pearl river	....	
Polaga	8	10	3	1	....	....	
Hatacha	3	7	2	3	....	....	
Honiya	30	11	3	5	....	480	
Okohishnowah	4	7	1	5	....	....	
Eyahtonah	8	5	1	1	....	....	
Capt. Eyahhokyubbee	8	7	2	3	Strong river; waters of Leaf river	80	Poor land; good water.
Oklekba	3	3	....	1	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Camputemah	4	3	1	....	.....	....	Growth long leaf pine.
Wahkahchubbee	4	7	4	1	.....	....	
Tushkahpalehhahcho	8	13	4	4	.....	80	
Fittahhah	2	6	....	4	.....	....	
Shamey	2	5	....	4	.....	....	
Sutolaba	3	4	2	1	.....	....	
Tushkahahmookeche	2	4	2	1	.....	....	
Ittotamastubbee	....	1	....	....	.....	....	
Capt. Thomas Leflore's company	....	....	....	....	.....	....	
Outache	8	3	2	....	North side Robinson road; P. river	....	Very poor land.
Chafole	10	17	5	4	.....	....	
Iakatabi	8	10	3	1	.....	....	
Ishiali	10	14	4	4	.....	....	
James Bell	8	6	....	1	.....	....	Poor land; good water.
Levy Bell, (half-breed)	8	2	....	....	.....	....	
Capt. Jack Hays	30	11	3	4	Standing Pine creek, waters P. river	480	
Little Redbird	12	7	1	2	.....	160	
Yocutcha	2	7	1	3	.....	....	
John Redbird	....	5	1	....	.....	....	
Immiishtaya	8	8	1	4	.....	....	
Capt S. D. Fisher	....	3	....	1	Leaf river	640	Poor land, well watered; provided for in treaty section.
Joseph Fisher	30	8	2	3	1 white	480	
John Scott	....	5	1	3	1 white	....	
Unobbi	12	3	2	....	.....	160	
Susan	12	1	....	....	Leaf river	160	
Tunubbee	2	1	....	....	.....	....	
Calvin Campbell	20	4	....	2	1 white	320	
Iyahkahyahba	15	8	2	1	.....	160	
Hatubbee	2	2	....	....	.....	....	
Ahpala	2	3	1	....	.....	....	
Sheto	2	6	1	3	.....	....	
David Mackey, (half-breed)	30	6	....	2	.....	480	
Capt. Yotah	14	7	1	5	Waters of Leaf river	160	
Hochubbee	6	10	3	3	.....	80	Land tolerable; good water.
Mokhatha	2	5	2	1	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Tehnahba	6	6	3	1	.....	....	
Ahchuckmeyou	4	6	1	1	.....	....	
Tochaba	2	14	4	4	.....	....	
Tuckbota	2	3	1	1	.....	....	
Hokhah	4	5	1	2	.....	....	
Shahlahba	6	8	2	3	.....	....	
Tapahnocheyah	3	2	1	....	.....	....	
Ishtahhobah	4	2	1	....	.....	....	
Hachar	5	17	3	9	.....	....	
Ahpaso	10	5	3	1	.....	80	
Achafahtubbee	8	5	1	3	.....	....	
Ittohekah	2	1	....	....	.....	....	
Youtheye	15	9	3	1	.....	160	
Namomahtubbee	3	4	1	1	.....	....	
Yashah	2	3	1	1	.....	....	
Yumohtahyah	4	5	1	2	.....	....	
Ishtemahyah	2	5	....	4	.....	....	
Yonoh	3	7	1	5	.....	....	
Pahkachi	5	3	1	1	.....	....	
Hushahcutchah	8	18	1	10	.....	....	Land tolerable good.
Shola	2	10	2	7	.....	....	
Eyakahyubbee	6	6	1	4	Waters of Leaf river	....	Land tolerable good.
Mahyohkah	8	8	1	5	.....	....	
Hokah	2	7	2	3	.....	....	
Emahyechchoka	8	10	1	7	.....	....	
Capt. Lowatubbee	8	7	2	2	Waters of Pearl river	80	Land poor; good water.
Mayarchubbee	20	8	1	3	.....	320	
Wakwaluta	5	3	....	3	.....	....	
Charles Kearney	15	10	2	3	.....	160	
Yapatubbee	8	10	2	3	.....	....	
Mittihoma	8	2	....	1	.....	....	
Pesachabi	8	14	3	6	.....	....	
Ittehacha	6	5	1	3	.....	....	
Capt. Big Cloud	15	11	4	3	.....	160	
Tushkahpiklecha	12	10	2	5	Little river, on waters of Leaf river	160	
Simpson	10	9	3	3	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Pelahtubbee	8	6	1	4	....	....	
Tonole	12	9	3	3	....	160	
Owahkah	10	11	1	4	....	80	
Pasishtubbee	5	8	2	5	....	....	
Lahloncheyahbe	4	12	2	2	....	....	
Poshocheyohbe	4	2	2	....	....	....	
Chahtahishtomahka	4	2	2	....	....	....	
Poshohekah	8	16	5	6	....	....	
Capt. Tishbahoma	15	7	2	2	Waters of Leaf river; northwest side military road	160	Very poor land.
Nockahcheyahbe	3	7	2	4	....	....	
Hobahtubbee	5	15	5	5	....	....	
William McKey	12	6	1	4	....	160	
Hotchnah	....	3	1	....	....	....	
Unnahyah	10	16	3	4	....	....	
Ushah	2	6	1	3	....	....	
Capt. Tobala	8	13	1	6	Young Warrior. Waters of Pearl river	....	Tolerable good land and good water.
Ostaubbee	30	4	....	2	....	480	
Onatubbee	....	5	1	1	Young Warrior. Waters Pearl river	....	
Emasstona	5	5	....	2	....	80	
Alanintubbee	....	6	1	3	....	....	
Sheatta	....	2	....	....	....	....	
Psubbee	....	8	2	2	....	....	
Kalista	10	5	2	1	....	80	
Snakebone	6	15	5	3	....	....	
Nuckowahoma	12	8	2	2	....	160	
Yota	12	8	1	3	....	160	Land tolerable.
Patubbee	30	10	1	2	....	480	
Chufubbee	....	5	....	3	....	....	
Old Billy	....	10	1	4	....	....	
Hichcharla	....	9	2	4	....	....	
Ahtola	....	6	....	4	....	....	
Konchahoka	....	5	....	1	....	....	
Tishbata	8	14	5	4	....	....	
Red Turkeywing	25	10	....	5	....	320	
Tapalahona	....	9	1	4	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Stahotona	....	9	....	3	....	....	
Lahhotubbe	....	4	....	1	....	....	
Hoyowbee	15	11	6	3	....	160	
Yakuchlebee	2	8	2	3	....	....	
Capt. Manchubby, (or Mcheachubbee)	2	6	....	4	Waters of Pearl river	....	
Chalaka	....	6	....	2	....	....	
Patatubbee	....	10	2	3	....	....	
Samaha	2	4	....	2	....	....	
Amilla	....	6	....	1	....	....	
Kiyokabe	30	8	2	4	....	480	
Onahinta	10	7	....	3	....	80	
Kushoni	15	7	....	2	....	160	
Abechanta	2	4	....	2	....	....	
Ittchotubbee	3	7	....	4	....	....	
Ataya	....	4	....	2	Waters of Pearl river	....	Land tolerable.
Atoblitchi	2	5	....	3	....	....	
Tohnotema	....	7	2	1	....	....	
Tuelatona	....	11	3	4	....	....	
Talatka	15	9	3	3	....	160	
Tom	....	11	2	2	....	....	
Alolo	....	4	....	2	....	....	
Hotaaka	....	5	....	....	....	....	
Capt. Tashkiahimto	12	7	2	4	Young Warrior	160	
Abonotah	4	10	3	4	....	....	
Ishona	2	5	1	....	....	....	
Alahta	6	4	1	1	....	80	
Hemokutonah	4	6	2	2	....	....	
Hyyakha	3	8	3	3	....	....	
Kokowa	6	9	2	4	....	....	
Hoyahonah	12	6	2	1	....	160	
Matacha	....	10	3	4	....	....	
Mahyahubbee	8	6	2	1	....	....	
Oklobba	....	7	5	....	Waters Pearl river. Young Warrior	....	Land tolerable good.
Ahchautubba	2	12	2	2	....	....	
Pahletubbee	4	7	2	1	....	....	
Mullala	....	3	2	....	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Emushahchubba	8	12	3	5	.....	80	
Ohlahyomahche	1	13	2	6	.....	....	
Kala	2	8	4	1	.....	....	
Pooshuttah	4	7	1	....	.....	....	
Illethunnah	4	4	1	1	.....	....	Tolerable land; good water.
Ahnoktalah	3	12	6	3	.....	....	
Capt. William Hays	30	5	....	....	2 slaves.] North side	480	
Benjamin Leflore	100	10	3	3	10 do	1,280	Provided for in supplement.
Ullomintubbee	8	7	1	3	.....	....	
James McAfee	....	9	1	5	1 white.]	....	
James McAfee, jr.	....	3	....	1	Waters Pearl river; Young Warrior	....	
John Ellis	14	6	2	4	1 white, 1 slave	160	
Cornelius Kearney, (half breed)	70	12	2	3	12 slaves.]	640	
Widow Burris	15	6	3	3	5 slaves.]	160	
Willis Stull	10	5	....	4	.....	80	
Stemala	12	3	....	....	.....	160	
Capt. Ahhakachi	20	8	1	5	.....	320	
Shata	10	12	1	5	.....	80	
Koway	2	6	1	3	.....	....	
Punnabi	8	11	3	4	.....	....	
Nachubbee	8	13	4	4	.....	....	
Tahona	1	2	1	....	.....	....	
Annukfala	8	14	4	3	.....	80	
Aturklantabi	2	6	2	....	.....	....	
Ahtabi	5	6	2	....	.....	....	
Ahpotola	6	6	....	....	.....	....	
Maintaaba	8	10	3	3	.....	80	
Mockeapisa	4	8	2	4	.....	....	
Onitea	4	6	1	2	.....	....	
Alahika	12	16	4	4	.....	160	
Cubbi	2	3	....	....	.....	....	
B. Nanchihona	20	15	4	6	.....	320	
Annobitama	5	11	....	6	.....	....	
Itula	3	9	3	3	.....	....	
Josiah	8	7	2	2	.....	....	
Petuma	6	6	....	2	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under ten years.	Locality of farms.	Total No. of acres.	General remarks.
Kentuck John	8	16	3	7	.....	80	
Elahokti	2	2	....	....	.....	....	
Chubbi	3	8	2	2	Waters of Pearl river	....	Tolerable good land.
Immonabi	8	21	5	7	.....	....	
Hotaka	8	7	2	2	.....	....	
Folontubbe	12	17	3	4	.....	160	
Bahoka	4	5	....	2	Waters of Pearl river	....	
Tinkbubbee	2	7	1	4	.....	....	
Holbahoma	4	7	1	3	.....	....	
Abi	6	6	2	3	.....	....	
Emissahoka	8	8	2	5	.....	....	
Hoyobe	4	2	....	....	.....	....	
Elatashi	3	5	1	2	.....	....	
Minko	12	5	1	2	.....	160	
Pashuttubbee	12	9	1	5	.....	160	
A Famatubbee	4	4	1	....	.....	....	
Nahkishhah	12	11	2	3	.....	160	
Muscoga	2	4	1	....	.....	....	
Jefferson	12	5	1	1	.....	160	
Ishtinulahchi	2	4	2	....	.....	....	
Capt. James Vaughn	30	10	1	4	Chickasawhay river, Emoklashatown	960	Land poor; growth long leaf pine; provided for in supplement.
Benjamin Batiest	30	4	....	2	1 slave.]	480	This family lives on Pearl river.
Iyanta	4	9	....	5	.....	80	
Pisatosubbee	3	4	....	1	.....	....	
Hiachaka	....	....	....	....	.....	....	
Nocknichi	2	10	....	5	.....	....	
Aintabi	12	8	1	4	.....	160	
Ahanabi	3	5	....	....	.....	....	
Lumatutu	1	6	1	2	.....	....	
Shenioki	4	4	....	1	.....	....	
Tannahlachi	3	7	1	5	.....	....	
Yamatubbi	8	3	....	1	.....	80	
Wm. Smith, (white man,)	8	2	....	....	1 white.]	....	
Kanotoma	15	10	2	3	.....	160	
Alexander Vaughn	....	8	2	4	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
George H. Vaughn	30	4	....	2	.....	480	
John Doaty	30	10	....	5	1 white.]	480	
Joseph Anderson	3	5	....	3	1 slave.]	80	
Daniel Anderson	30	6	1	1	1 slave.] Chickasawhay river, Emocklasha-towns	480	
John Anderson	....	3	....	1	.....	....	
Daniel Anderson, Jr	3	6	....	4	.....	80	
Jessee Buchanan	8	4	....	2	.....	....	
Winney Batiest	20	8	....	6	2 slaves.]	320	
Charles Lotte	10	11	1	5	.....	....	
William Atkins, (white man)	4	2	....	....	1 white.]	....	Land poor.
Nocknatubbe	4	10	1	5	.....	....	
Cotubbee	6	6	1	3	.....	....	
Okhanna	9	7	2	2	.....	....	
Topotubbee	6	9	2	3	.....	....	
Tickbautubbee	8	7	1	3	.....	....	
Mole	....	4	....	2	.....	....	
Kuninotah	2	5	2	2	.....	....	
Oklimeahubbee	2	10	1	2	.....	....	
Illahchctubbee	6	6	2	2	.....	....	
Noknahyubbee	6	8	1	4	.....	....	
Okahishnowah	4	7	3	2	.....	....	
Imahthlekabbee	15	11	5	1	.....	160	
Meashantah	2	7	2	2	.....	....	
Unnokweah	8	3	....	2	.....	....	
Kannotahbee	8	3	1	1	.....	....	
Yenmetubbee	3	7	2	3	.....	....	
Nokishtahyah	2	3	1	1	.....	....	
Capt. Ohoshkama	20	12	4	4	Waters of Pearl river	320	Land poor, pine.
Imafabi	3	8	1	6	.....	....	
Jim	8	14	1	5	.....	....	
Becke	2	5	3	....	.....	....	
Meheyahta	12	5	....	3	.....	160	
Lattapali	12	11	....	3	.....	160	
Muli	8	1	....	....	.....	....	
Yahalubbee	12	8	....	4	.....	160	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Hommoklacha	12	8	1	4	Waters of Pearl river	160	Poor land, pine.
Hemahoma	2	2	....	....		....	
Atayubbee	3	8	2	4		....	
Belinkona	8	8	2	4		80	
Atala	10	10	2	4		....	
Tasahaistaiya	2	8	....	2		....	
Ittemayaka	....	4	....	2		....	
Iawacha	2	5	....	2		....	
Kunnehime	4	3	....	2		....	
Tahona	8	8	2	2		....	
Holo	4	8	1	3		....	
Outaka	6	10	2	5		....	
Yockhata	8	9	3	3		....	
Hockalowchubbee	3	6	1	3		....	
Cochubbee	4	5	2	1		....	
Ishtache	4	7	....	4		....	
Nocahashtutta	10	6	2	2	Pearl river	....	Poor land.
Ishnowa	4	11	3	3		....	
Achaya	4	5	....	3		....	
Oaktonubbee	10	10	3	5		....	
Tom	8	6	....	4		....	
Cubbe	5	16	4	6		....	
Ohashkama	....	10	2	4		....	
Swaney Frazier	8	8	4	2		....	
Capt. Nat. Jones, (half breed)	25	9	....	6		640	Entitled as capt. under the 19th article of the treaty.
Solomon Jones, (do)	8	6	1	4		....	
James Jones	30	9	1	2		480	
William Jones	20	10	1	4		320	
Emontubbee	3	11	2	4		....	
Nockhater	15	9	1	4		160	
Ittehoyo	3	6	....	4		....	
Almeyo	8	4	1	1		....	
Abawetabe	12	7	1	4	Pearl river	160	
Robert Bell	8	2	....	....		....	
Jooshkama	....	4	1	1		....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Stiwa	2	9	2	3	....	....	
Habitochia or Little Leader	15	7	1	3	....	480	(Capt.) This man was given in by the chief as a captain.
Ahotonachi	12	9	1	3	....	160	
Lehompa	4	13	3	6	....	....	
Maiaya	2	6	3	....	....	....	Poor land. Good water.
Tonayea	2	5	3	....	....	....	
Loksa	2	8	3	2	....	....	
Capt. Achalitta	15	16	4	5	Waters of Pearl river	160	Poor land. Good water.
Pisabbunabi	8	5	....	3	....	80	
Atonabi	....	6	1	3	....	....	
Ittanowabi	2	8	1	5	....	....	
Wokiotubbee	2	5	1	3	....	....	
Jahaiabi	4	11	1	5	....	....	
Iohlaabi	4	17	4	10	....	....	
Achintabi	10	10	1	5	....	80	
Kashona	4	8	1	4	....	....	
Nokchonnabi	8	3	1	....	....	....	
Tushkahimita	8	6	1	3	....	....	
Chuffutahyah	10	3	1	....	....	....	
Heshesheahoma	12	14	1	4	....	160	
Pelatubbee	12	11	2	3	....	160	
Hemakpelabi	12	7	2	1	....	160	
Acatbelabi	6	7	2	3	....	....	
Alahenabi	8	9	2	4	....	....	Good land.
Anosaka	15	9	2	3	....	160	
Tapihachahabi	....	7	1	3	....	....	
Oklaba	....	5	2	....	....	....	
Owawtubbi	3	13	1	6	....	....	
Iopuna	8	8	1	5	....	....	
Iyahlapa	....	5	....	4	Waters of Pearl river	....	Poor land.
Mantabi	6	1	1	1	....	....	
Antutabi	6	14	2	6	....	....	
Tamapashubbe	2	6	1	3	....	....	
Atokla	2	11	4	2	....	....	
Tilapki	2	2	1	....	....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Nashoba	1	6	1	4	.....	....	
Hoiabi	....	13	5	3	.....	....	
Iohlabi	8	2	1	....	.....	....	
Binachi	8	5	....	1	.....	....	
Tambi, (woman)	2	2	....	1	.....	....	
Red Knife	12	2	1	....	.....	160	
Hardy	12	2	....	....	.....	160	
Capt. Washington	20	8	2	2	Waters of Pearl river, near Robinson's road.	640	
Okleyaubbe	12	12	1	8	.....	160	
Emiichtabi	8	9	1	4	.....	80	
Auuntaiyatabi	2	14	2	5	.....	....	
Sakki	15	6	1	3	.....	160	
Pispiabi	6	5	....	3	.....	80	
Shota	30	15	3	6	.....	480	
Watar	12	8	3	2	.....	160	
Teha	8	7	2	1	.....	....	
Ohlabi	4	2	....	....	.....	....	
Natubbee	12	6	1	4	.....	160	
Cameahchubbee	12	12	3	1	.....	160	
Yockcotahtubbee	2	6	1	3	.....	....	
Chenoli	20	11	2	6	.....	320	Land tolerable. Good water.
Nocamiya	....	10	1	6	.....	....	
Nokwaya	2	3	1	1	.....	....	
Filelemowa	8	9	1	4	.....	....	
Humma	2	2	....	....	.....	....	
Nockpalasa	6	4	2	....	.....	....	
Elomantabi	6	12	2	6	Waters of Pearl river	....	
Abatukla	2	15	3	4	.....	....	
Shahoyau	2	5	1	2	.....	....	
Haka	2	15	4	4	.....	....	
Uppisabi	2	3	1	1	.....	....	
Onata	8	5	1	2	.....	....	
Lemoka	3	7	2	....	.....	....	
Jimme	8	5	1	1	.....	80	
Amalabi	10	11	3	4	.....	....	
Markkibi	3	6	....	4	.....	....	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Olachi	2	4	1	....		....	
Tanecche	25	19	4	8		320	
Capt. Samuel Cobb	....	....	....	....		....	Poor land. Good water.
Chafecche	10	4	....	3	Waters Pearl river, Robinson's road.	....	
Aunkfilla	10	4	1	1		....	
Ishiaana	10	3	1	2		....	
Oshtaiya	10	7	1	5		....	
Nakinmashabi	10	4	1	1		....	
Kamiche	6	15	5	8		....	
Noli	8	9	1	4		....	
Emahotona	2	8	1	5		....	
Tonowa	15	12	4	1		160	
Hacubbi	4	6	1	1		....	
Tohlo	15	10	2	2		160	
Tunmaabi	12	8	1	5		160	
Mahatubbee	6	6	1	3		....	
Okliabi	2	6	1	4		....	
Kolatopa	....	2	1	....		....	
Itafama	10	8	1	5		....	
Onatechi	10	4	1	1		....	
Atoba	12	19	4	9		160	
Unnahabi	20	10	1	6		320	
Imishetabi	3	6	1	2	Waters of P. river, Robinson road	....	
Eyaha	10	4	1	1		....	
Pala	8	12	1	6		....	
Hiyaka	8	9	1	6		....	
Hotana	8	8	2	4		....	
Holbachi	3	9	1	4		....	
Shampia	8	6	2	2		....	
Homa	2	4	1	2		....	
Ishspahoma	6	9	1	6		....	
Hemakhutona	4	2	1	....		....	
Tishohimmita	30	8	1	5		480	
Elahochubbi	2	6	1	3		....	
Ahhiochubbee	8	5	....	3		....	
Ahsholita	30	10	....	3		480	

No. 3.—FORM OF A RETURN—Continued.

Names of Indians owning farms.	No. of acres cultivated.	Entire No. of the family.	Males over 16 years.	Males and females under 10 years.	Locality of farms.	Total No. of acres.	General remarks.
Pashimmaya	5	5	1	4	.....	....	
Tanuponabbi	2	4	1	2	.....	....	
Taskahoma	15	5	1	1	.....	160	
Ahhokbicha	6	6	1	2	.....	....	
Tobias Ward	30	8	1	6	1 slave	480	
Pesahockte	4	4	1	3	.....	....	
Tunannotubbee	4	5	2	1	.....	....	
Capt. Minta	4	5	2	1	Big Black, west side	....	
William Crevatt	20	4	1	2	2 slaves.] Big Black, east side	320	Gone west Mississippi.
Battush	5	7	1	3	.....	....	
Othohoma	2	5	1	2	.....	....	
Capt. Chatametaha	40	12	3	3	4 slaves.] Yazoo valley	480	Gone west Mississippi.
John, (son of Capt.)	12	2	1	....	.....	160	
John Jones	8	1	1	....	.....	....	
William Leflore	50	6	1	2	6 slaves	960	Provided for in supplement.
Steamabache	20	5	....	....	.....	640	(Capt.) This man was given in by the chief as a captain.
James L. McDonnel	....	1	....	....	.....	960	Provided for in supplement.
Robert Jones	....	1	....	....	.....	960	do do
Alexander McKey	....	1	....	....	.....	320	Provided for in supplement, $\frac{1}{2}$ section.
William Train	....	1	....	....	.....	320	do do $\frac{1}{2}$ do
Tobias Leflore	....	....	....	....	.....	320	do do $\frac{1}{2}$ do
Willis Harkins	....	....	....	....	.....	320	do do $\frac{1}{2}$ do
Delila and her five children	....	....	....	....	.....	960	Provided for in supplement, $\frac{1}{4}$ section each.
Peggy Train and her two children	....	....	....	....	.....	480	do do $\frac{1}{4}$ do
Polly Filly Cuthey	....	....	....	....	Sethpah creek, north side, 12 miles west Natchez trace	640	Provided for in supplement, 1 section.
James D. Hamilton	....	....	....	....	.....	320	do do $\frac{1}{2}$ do
J. Doak	....	....	....	....	.....	320	do do $\frac{1}{2}$ do
Philip Hays	....	....	....	....	.....	320	do do $\frac{1}{2}$ do
	9,956	7,418	1,701	2,668	16 whites, 247 slaves, and 11 free negroes.	102,180	

A list of claims allowed under the treaty in Mingo Mushshulatubbee's district.

Names.	No. of acres.	No. of acres allowed.	Persons that have relinquished.—Remarks.
Capt. Ashhoomah	6	320	Relinquished.
Tapanakchiah	6	80	do
Matoonah, (widow)	8	80	
Capt. Atonimastubbee	12	480	do
Choampahoma, (woman)	7	80	
Tuskatooma	12	160	
Ontahekubbee	6	80	
Capt. Tucatuga	7	320	Sold to Grant and Clement.
Felemah	5	80	do do
Takomahtubbee	5	80	do do
Capt. James King	...	640	Provided for in treaty; 1 section.
Shukatoomah	4	80	Sold to Grant and Clement.
Capt. Matubbee	13	480	Relinquished.
Attotubbee	8	80	do
Haaha	12	160	do
Teoka	5	80	do
Patubbee	12	160	do
Kagetubbee	12	160	do
Mayhar	12	160	do
Paantubbee	14	160	do
Tota	4	80	do
Alapoah	2	80	do
Capt. Isaac Folsom	20	320	By cultivation.
Abalatubbee	2	80	
Silas Bohanon	6	80	
Tonabbee	25	320	
Mishemeah	3	80	
Robert Folsom	30	480	
Mingohopai, (Doct.)	3	80	Relinquished.
John Folsom	14	160	
Widow Bradford	6	80	
Nooh Walls, (white man)	50	960	Provided for in treaty; 1½ sections.
James Campbell, (white man)	....	960	do do do
Capt. Adam Folsom	20	640	As a captain; half section.
William Folsom	3	80	
Ishwokia	5	80	
Shame Folsom	5	80	
Thos. Walls, (half breed)	18	960	Provided in the name of T. Garland; 1½ secs.
Otatubbee	10	80	
Momatubbee	12	160	
Polly Folsom	12	160	
Widow Beans	13	160	
George Hudson	2	80	
Tocubbee	15	160	
Capt. Jos. Kincade	22	640	As a captain; by cultivation.
Tip Ra	2	80	
Apahah	8	80	
Chas. H. Howell, (white man)	100	640	
Nautana, (woman)	20	320	
John Pitchlyn, (U. S. Interpreter)	200	1,280	Provided for in treaty.
Samuel Garland	60	640	
Peter Pitchlyn	90	1,280	Provided for in treaty.
Capt. Koahoma	14	480	Relinquished, as captain; by cultivation.
Holana	6	80	
Ishwykeah	5	80	
Capt. Stonokehajo	7	320	Keep; as captain.
Holubbee	20	320	Keep.
Falahooma	15	160	Keep.
Huskumelubbee	7	80	Keep.
Istambah	5	80	Sold to Grant and Clement.
Capt. Haulbah	15	480	
Hokelajah	16	160	
Isaac Jones	2	80	
Ahfamah	10	80	Keep, in Achinhoomas, Commissary, and Molchphoulbah.
Capt. Achinchahooma	12	480	Keep.
Hulautubbee	16	160	
Stuwakah, (widow)	7	80	Keep.
Chukahooma	6	80	Keep.
Posheensholubbee	4	80	Keep.
Eglenubbee	20	320	
James McClue	15	160	Keep.

A list of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Persons that have relinquished.—Remarks.
Tobejah	2	80	
Capt. Talking Warrior	12	480	
Hoshemastubbee	5	80	
Capt. John Wade	30	640	
Shokahooma	4	80	
Netuktanubbee	12	160	
Ahtaha	12	160	Sold to Grant and Clement.
Lomoteah	10	80	do do
Vincey Lucas	20	320	
Jane Stearns	20	320	Sold to Thomas Wooldrige.
Horse Hunter	3	80	Sold to Grant and Clement.
McKee Folsom	13	160	Sold J. B. Johnson.
Capt. Luba, (Horse)	9	320	Relinquished; as captain.
Philemoontubbee, jr.,	7	80	
James Terryl, (Indian)	30	480	
Lewis White, do	15	160	
Adam Lucas	4	80	
Toppenahoma	4	80	
Charles Holston, (Indian)	30	480	
John McKinney, (half-breed)	50	640	
Henry T. Carr, (white man)	12	160	
Nokeahoma	6	80	
Pahminja	3	80	
Chisohamba	12	160	
Capt. Neshobanoma, (Walking Wolf,)	14	480	Keep; sold to J. B. Jones; as captain, and by cultivation.
Bustobunna	7	80	Keep.
Cheway	8	80	Keep.
Chilekoga	12	160	Keep.
Totamchihubbee	12	160	Keep.
Heashshamba	12	160	Keep.
Meshoontabe	22	320	Keep.
Allen Corney	12	160	Keep.
Fulla, (the Raven)	4	80	Sold to Grant and Clement.
Capt. Fockloontubbee	14	480	
Stonokahoma, (aid)	10	80	do do
James Lucas	4	80	
Capt. Fishomingo	6	80	do do
Molly Nail	15	640	Provided for in supplement.
Daniel Nail	30	480	Sold to Grant and Clement.
Nokabalah	2	80	do do
Charles Lucas	15	160	do do
Capt. Howatubbee	8	320	
Paskisfoiah	16	160	
Cheletah	2	80	
Nituchache	5	80	Sold to J. B. Johnson.
Capt. William Wade, (Indian)	13	160	Sold to Grant and Clement.
John Victor, (Indian)	12	160	do do
Loue Lucas	18	160	do do
Chiletamba	5	80	do do
Levi Pickens (half-breed)	14	160	Sold to John Bartlett.
Frederick Jones, (Indian)	2	80	
Allen Morris, (white man)	16	160	Sold to Grant and Clement.
Capt. Pistambe	10	320	As captain, not as cultivating ten acres.
Christian Spring	20	320	Sold to Elisha B. W. Kirkny, (white man.)
Wm. Bohannon, (white man)	16	160	
William Bohannon, jr., (white man)	12	160	Sold to Grant and Clement.
Okistambe	6	80	do do
Sheharubbee	6	80	
Capt. Oklenowacomp	....	1,280	Relinquished; provided for in treaty.
Fishte, (woman)	5	80	Sold to Grant and Clement.
Okelabe	20	320	Sold to J. B. Johnson; this man denies the sale.
Atonoah	3	80	
Talabola	8	80	Sold to Grant and Clement.
Capt. Hiakatubbee	12	160	Keep.
Oklenowah, (wheelwright)	4	80	Keep.
Yapatubbee	2	80	Keep.
Capt. Isaac James	20	640	
Opasawtubbee	15	160	Sold to Grant and Clement.
Delila James	12	160	do do
John Adams Hancock	9	80	do do
Ballulatubbee	18	160	do do
John James	20	320	Sold to John Bartlett.

A list of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Persons that have relinquished.—Remarks.
Unethomah	4	80	Sold to Grant and Clement.
Kuchantubbee	8	80	Sold to William Cobert.
Capt. Benjamin James	20	1,280	Provided for in treaty.
Levi James	5	80	Sold to Grant and Clement.
Andrew Kincade	12	160	
Matthew McLaughlan	16	160	
John McIntosh	30	480	
Hoskhehosma, (aid)	5	80	Sold to Grant and Clement.
Yoknehooma	2	80	do do
Capt. Meshambe	12	160	Sold to Thomas Ivy.
Waytubbee	12	160	do do
Henry Bridgeworth	14	160	
Cornelius McCann, (Indian)	25	320	do do
Ashakta, (widow)	4	80	do do
Chaloshetaha	2	80	do do
Apalatubbee	4	80	Sold to Grant and Clement.
Tuigbah	4	80	do do
Jamintubbee	12	160	do do
Capt. Jeremiah Folsom	30	800	Sold to Anderson and Cobb.
Ere Pitchlyn	30	480	Sold to John C. Whitsitt.
Felchatchah	4	80	
George Folsom	14	160	do do
Samuel Bacon	8	80	Relinquished.
Mark Griffy	12	160	
Wallatubbee	3	80	Sold to Isaac N. Mitchell.
Israel Folsom	40	1,280	Provided for in treaty.
Alexander Brashears	30	480	
William H. Bucklis	25	320	
Stanmore H. Johnson	12	160	Johnson did not live in the nation at the making the treaty.
Zeddock Brashears, jr.	25	320	
Delila Brashears	50	640	
Turner Brashears	40	480	
William Hall	25	320	
Jeremiah Gardner	30	480	
Isaac Pinson	15	160	
Sampson Moncrief, (white man)	60	640	
John Walker, (white man)	40	480	
John Jones, sen.	20	320	
S. Jones, sen., deceased	40	480	
Jacob Daniel	16	160	
Matthew Labrosa	15	160	
Nathaniel Folsom, jr.	14	160	Sold to John C. Whitsitt.
John Coleman	50	640	
Nancy Gillet, (Big Nancy)	14	160	Sold to Grant and Clement.
James Loving, (white man)	16	160	
Capt. Joseph Pickens	13	160	do do
Viey Pickens	6	80	
Shaukah	2	80	do do
Capt. Holubbee	14	480	Relinquished.
Kwahoma, (aid)	12	160	
Alukahooma	8	80	
Kupponchajo	15	160	
Likah	3	80	
Capt. Tisholiktah	8	80	Relinquished.
Tameentubbee	5	80	do
Oshasheopiah, (a captain)	3	320	Relinquished. This captain has no men under him, though he is an old captain, and is allowed ¼ section by the chief.
Tushkahooma	2	80	Relinquished.
Talhoollubbee	7	80	do
Capt. Lowachubbee	14	480	do
Cushtomatiah	8	80	do
Althalamba	6	80	do
John Doaty, (white man)	12	160	do
Pysabbe	4	80	do
Pisatiah	4	80	do
Capt. Osheopiah	8	320	do as captain.
Tanapaahhooma	6	80	
Ayowa (widow)	12	160	
Mingohoma	10	80	
Capt. Halatah	5	320	do do
Showahoomah	5	80	do
Capt. Pacamah	8	80	

A list of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Persons that have relinquished.—Remarks.
Qapt. Nuthlatubbee	14	160	Sold to Grant and Clement.
Pohubbee	1	160	do do
Sexton	7	80	do do
Capt. Shemoontah	8	80	do do
Anoksatah	10	80	do do
Capt. Okeleenlah	14	160	
Payshubbe	4	80	do do
Matubbe	4	80	do do
Okaneah	7	80	do do
Onahojah	15	160	do do
Nat, (Naught)	7	80	do do
Capt. Tohehajah	6	320	As captain.
Tishanowah	12	160	
Tishshabe	4	80	Sold to Grant and Clement.
Ileotah	3	80	do do
Clayyohah, or McKinney	7	80	do do
Thuppolah	7	80	do do
Capt. Tishosheleta	10	320	do do
Onehochubbee	3	80	do do
Hoyo	5	80	
Capt. Lokatubbee	15	480	As captain, and as cultivating.
Uwakah	8	80	
Outhla	2	80	
Capt. Immabechah	14	480	
Astonetugo	8	80	
Athapotubbee, (aid to captain)	5	80	
Altahltahah	12	160	
Capt. Shuppaunchehubbee	6	320	A captain.
Heotubbee	8	80	
Uttocubbe	4	80	
Capt. Neshobenowah, jr., (comp.)	....	.....	
Tishsheomittah, (aid)	7	80	
Nittaauncheubbe	5	80	
Hotah	7	80	
Mingoellusshulatubbee	30	2,560	Provided for in treaty; 4 sections, chief.
Col. David Folsom	150	2,560	do do
Middleton Mackay, (U. S. interpreter.)	....	640	
Iakehehoyo, (deceased)	....	160	Keep.
Capt. Folsom's company	....	.....	This person belongs to Capt. Wade's company.
Amayah	6	80	
Tuskaatwa	6	80	
Mahatubbee	30	480	Sold.
Jack Jenkins, (Indian)	15	160	
[The above three last names belong to the company of Stonokehigo, in the book as registered.]			
Hartwell Hartway, (woman)	25	320	
Wm. McClure, (Indian)	12	160	
[The above two last named persons belong to the company of Captain Pistambe as registered on the book.]			
John Moore, (white man)	30	480	
[Belongs to the company of Isaac Folsom.]			

A true copy of the claims, as taken from the books made out by me, showing the Indian claims September 7, 1831.

F. W. ARMSTRONG, *Special Agent.*

INDIAN POPULATION.

In Mushulatubbee's district	5,598
Whites	97
Slaves	248
	5,949
Nittachachi's	6,106
Col. Leflore's	7,505
Total	19,554

The foregoing is added in great haste, and may be incorrect. F. W. A.

CHOCTAW AGENCY, *January* 20, 1832.

SIR: I herewith enclose to the Department of War three registers of the three Choctaw districts—claims to reserves of land, as allowed by the three chiefs, and Major Armstrong, special agent for that object. Copies of Major Armstrong's books were left with me, that all those who wished to relinquish their claims to government might have an opportunity to do so by the first of this inst. You will observe that all who signified their wish to relinquish, it is written opposite their names under the column headed "relinquished." I retain a true copy of the original, made out by Armstrong for me, which can be forwarded to the west when required. I have been as particular in this business as possible, and I trust you will find no errors upon comparing these registers with the returns filed in the War Office by Major Armstrong.

I have the honor to be, very respectfully, your most obedient servant,

WM. WARD, *U. S. Agent Choctaws.*

Hon. LEWIS CASS, *Secretary of War.*

A list of claims allowed under the treaty in Nitachacha District.

Names.	No. of acres.	No. of acres allowed.	Remarks.	Relinquished.
Capt. Jas. Gardiner	32	480	.....	Relinquished.
Wakayahogah, (widow)	200	320	.....	do
Henry Garvin	30	480	.....	
George Johnson	12	160	.....	
Wm. Christy	12	160	.....	
John Garland	....	1,280	Provided for in treaty	Relinquished.
James Garland	20	320	.....	do
S. Garland	12	160	.....	do
Samuel Anderson	13	160	.....	
Captain Hopeachahaba	....	1,280	Provided for in supplement	Purchased by J. B. Earle.
Thomas McCann	5	80	Granted by chief, Oct. 12, 1831	Purchased by James McKinney.
Wachenahoma	7	80	October 12, 1831	Relinquished.
Abamahache	4	80	do	do
Mingohoma	2	80	do	do
Nokawachabi	2	80	do	do
Pashibanowah	5	80	do	do
Chambi	13	160	do	Purchased by J. M'Lean.
Tashihekabi	12	160	J. B. E. October 12, 1831	Purchased by J. B. Earle.
Pashfalaabi	12	160	October 12, 1831	Relinquished.
Nackiichtonabi	4	80	do	do
Capt. Meashatta	....	....	.....	
Nokiishtaya	5	80	.....	
Capt. Bigax	5	400	October 4, 1831	Relinquished.
Takhata	3	80	October 12, 1831	do
Capt Onnahubbe	....	1,280	Provided for in supplement	Purchased by W. Trotter.
Shupastobbi	4	80	October 12, 1831	Relinquished.
Capt. Homah	5	80	do	do
Poushpaba	3	400	Capt. at treaty, woman	do
Pasimustubbee	10	80	October 12	do
Tushkiyabi	5	80	do	do
Tickbauchahubbi	6	400	Capt. at treaty	do
Capt. Thorn	2½	80	October 12, 1831	do
Gen. Coffee	9	80	do	do
Onawchorhaba	3	80	do	do
Yoyshabi	12	160	do	do
Capt. Onabi	1½	320	do	do
Haunochito	2	80	do	do
Amukkaltubbee	2	80	do	do
Fatfahabi	3	80	do	do
Lapalichabi	2	80	do	do
Capt. Nakishtabi	1¼	320	do	do
Charles Gipson	9	80	do	do
Isapannhoma	5	80	do	do
Nahomastubbee	6	80	do	Purchased by Jos. Kemp.
Capt. Pashishlikabi	7	400	do	Relinquished.
Chehasaw	3	80	do	do
Iyacha	2	80	do	do
Kaiyochabi	6	80	do	do
Ikkinshnowa	6	80	do	do
Tapemishlika	6	80	do	do
Onmatlabi	9	80	do	do
Capt. Pashishtabi	3	80	do	do
Capt. Nucchahatabi	7	80	do	do
Tanapshona	2	80	do	do

List of claims allowed—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.	Relinquished.
Capt. Otikaihacho	9	400	October 12, 1831	Relinquished.
Tashkanahucho	8	80	do	do
Anowachubbee	3	80	do	do
Shotickacharla	4	80	do	do
Capt. Kumulichabi	6	400	do	do
Youwachee	3	80	do	do
Ishpawohoma	6	80	do	do
Okchummi	2	80		do
Capt. Palli	....	....	November 21, 1831	do
Jahishtohabi	14	160		do
Ilockbhaya	13	160		
Capt. Tanapeyubbee	....	....		
Capt. Kashonachatubbee	12	160	October 12, 1831	do
Imathtaya	6	80	do	do
Capt. Red Cedar	8	400	do	do
Phalhenabi	5	80	do	do
Capt. Nitbiakomah	12	480	do	do
Topaka, (widow)	2	80	do	do
Isnitmahkaubbee	9	80	do	do
Flolahbee	6	80	do	do
Capt. Hopiatubbee	20	640	do	do
Ayokama, (woman)	35	480	do	do
Ishtamatahaki	2	80	October 4, 1831	do
Ishtonachi	10	80	October 12, 1831	do
Hamo	12	160	October 4, 1831	do
Oklanowa	5	80	do	do
Tohona, (widow)	6	80	do	do
Capt. Paushahoma	8	400	do	do
Poushimostabe	85	320	do	do
Capt. Pur Juzong	....	1,280	Provided for in supplement	
Kishochelata	2	80	October 12, 1821	do
Hopestanaka	15	160	do	do
Tupanahoma	....	1,280	Provided for in treaty	
Charles Juzong	....	1,280	do	
Cham Kie	12	160	October 12, 1831	do
Mingomustabi	2	80	do	do
Okilakhoma	6	960		
Natona, (woman)	2	80		do
Tuskahoma	7	80		do
Parharcho	5	80		do
Abahilaha	9	80		do
Capt. Kasponamaakee	7	80	October 4, 1831	do
Onatemah, (widow)	9	80	do	do
Imokelashiahopia	11	80	October 12, 1831	do
Hoshishimataha	8	80	do	do
Capt. Pisahhotatubbee	6	400	October 4, 1831	do
Koshahhoma	3	80	do	do
Oklaimahoyo	14	160	do	do
Capt. Tosheyoholatta	20	640	October 12, 1831	do
Wakatahi	12	160	do	do
Tukee, (widow)	10	80	do	do
Shemah, do	4	80	do	do
Okchokmaltalabi	4	80	do	do
Topanahhago	12	160	do	do
Shatayo	14	160	do	do
Capt. Chohtamitahi	18	480	October 4, 1831	do
Pahathit, (widow)	15	160	do	do
Atabitama	12	160	do	do
Teyaa, (widow)	10	80	do	do
Ayena, do	14	160	do	do
Pesatabi	5	80	do	do
Shamah	10	80	do	do
Ibaishi	4	80	do	do
Capt. Atakbabitoshka	14	160	October 12, 1831	do
Koshahomer	11	80	do	do
Capt. Hopiahimetah	12	480	October 4, 1831	do
Ishtomahahtomah	23	320	do	do
Ishtanokahoma	2	80	do	do
Fishahopaii	9	80	do	do
Capt. Asetahoma	....	320	November 23, 1831	Sold to J. B. Earle.
Nakiishtasha	12	160	October 12, 1831	Relinquished.
Ahiyohoma	2	80	do	do
Iyatauabice	5	80	do	do
Hopaiychoma	15	160	do	do

List of claims allowed—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.	Relinquished.
Kochatima, (widow)	5	80	October 12, 1831	Relinquished.
Chiletahopai	2	80	do	do
Onatiya, (widow)	23	320	do	do
Tamainhockli	12	160	do	do
Tishipaya	12	160	do	do
Tasanoma	40	480		
Z. Brashears, sen.	50	640		do
Capt. Eyhochipaiya	....	1,280	Purchased by General	Samuel Dale.
Pakmatta	12	160		Relinquished.
Pliny Fisk	30	480		do
Captain Hoshimimatuba	3	400		
Captain Holihtamakabi	13	160	November 21, 1831	do
Sapisota	12	160		do
Parmutaha	23	320		
Tikikabi	12	160		
Jayakaabi	12	160	December 31, 1831	do
Louie	20	320		
Capt. Hopiahoma	12	480	December 24, 1831	do
Ittaklonechi	5	80		
Tushkimaeyabi	2	80		
Shophimustubbee	10	80		
Lokonotonabi	3	80		
Capt. Lakto	8	400	Capt. at the treaty	Dec. 24, 1831. Relinq.
Hecktubbi	9	80		
Capt. Heshubi	....	.....		
Nokawahomah	12	160		
Pashitola	3	80	December 30, 1831	Relinquished.
Capt. Ittalahoma	4	400		
Hopia	2	80		
Capt. Shikopatakena	....	.....		
Ittahubi	23	480		
Atobatonee, (widow)	2	80		
Captain Ahocklatubbee	....	.....		
Pashonnowabi	12	160	November, 1831	Sold to J. H. Horne.
Wanayani	12	160	do	do
Achatonabi	12	160	do	do
Fishonalatubbee	12	160	do	do
Nakiimanchahubbee	10	80	do	do
Capt. Onmaba	12	160		Relinquished.
Ibakanaba	2	400	Capt. at treaty	Purchased by J. H. Horne.
Captain Kanniyohotubby	4	400		
Okechanahajo	6	80		
Captain Kashainahbe	12	160		
Colonel	8	80		Purchased by J. H. Nail.
Immahoyaka, (widow)	17	160		Purchased by D. B. Thompson.
Hishenoma	8	80		
Capt. Hopiashtanoki	3	400	October 12, 1831	Relinquished.
Matamporkash	4	80	do	do
Anakitubbi	4	80	do	do
Capt. Tashhatula	....	320	December 30, 1831	do
Nahoiloemustabi	12	160	October 12, 1831	do
Chakaha	12	160	do	do
Tushokicnia	12	160		
Capt. Nukpallichabi	12	160	December 29, 1831	do
Fickikhoma	12	160		
Capt. John Lake	12	160	December 20, 1831	do
Capt. John Cooper	....	.....		
Ittatemostubbe	30	480	November 22, 1831	do
Capt. Memtubbee	....	.....		
Allen Yates	140	1,280	Provided for in treaty	
Wm. Fields	12	160		Purchased by J. Nail.
Thomas Cango	14	160		do
J. K. Nail	140	1,280		
Capt. Big Ax	20	640	October 12, 1831	Relinquished.
Noknomahago	12	160	do	do
Chakalacha	7	80	do	do
Chalekatohe	4	80	do	do
Capt. Bob	2	400	do	do
Hapishtiah	3	80	do	do
Captain Incalashahoma	8	400	do	do
Tomahtratubbee	2	80	do	do
Hayopahocho	10	80	do	do
Pannockte	12	160	do	do
Imchachi	12	160	do	do

List of claims allowed—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.	Relinquished.
Kashona	12	160	October 12, 1832	Relinquished.
Capt. Koahoma	12	480	do	do
Imahaka	7	80	do	do
Pan Mingo	2	80	do	do
George Clark	40	480	do	

I certify that this is a true copy from the books made out by me, in obedience to instructions from the War Department, showing the various claims granted in the treaty made at Dancing Rabbit creek on the 25th September, 1830.

Done at the Agency House, Choctaw, this 4th September, 1831. F. W. ARMSTRONG, *Special Agent.*

Mushulatubbee's district	5,598
Whites	97
Slaves	248
	5,943
Nittachachi	6,106
Col. Leflore	7,505
Total	19,554

Register of the names of Choctaw orphan children, and their parents, as far as can be ascertained, which are to be provided for by a provision in the Choctaw treaty of 1830, *in Leflore's district.*

No.	Names of orphans.	Sex.	Names of parents.	Place of residence.	Remarks.
1	Phelemoontubbee	Male	Cannautubbee	Col. Leflore's district	
2	Timohoka	Female	Yenonlahonah	do	
3	Illayamomo	Male	Nockestiah	do	
			Imahatimah	do	
4	Longsnake	Male	Alichhomah	do	Wife or mother not known.
5	Emusheah	Female		do	
6	Marco	Male	Estocha	do	
7	Baley	Male	Mentoney	do	
8	Ayofatah	Male	Yenontubbee	do	
9	Lapatonah	Female	Armentoklee	do	
10	Preston,	Male	Abapesah	do	
11	Unocabbee	Male	Toolee	do	
12	Barton	Male	Ahocatubbee	do	
			Gohonah	do	
13	Washington Trahern	Male	Wesley Trahern	do	Mother's name not known.
14	Letha Trahern	Female		do	
15	Wesley Collins	Male	Charles Collins	do	
			Polly Collins,	do	
16	Atollee	Male	Pataleche	do	
17	Acagola	Male	Chenoke	do	
18	Pesamantubbee	Male	Mesatubbee	do	
			Mesiah	do	
19	Silace	Male	Isaac	do	
20	James Gray	Male	Ishtohoyo	do	
21	Imma	Female	Shacopa	do	
			Tullowah	do	
22	Pucatubbee	Male	Chobremme	do	
			Taheally,	do	
23	Hobutayo	Male	Hewoatto	do	Mother not known.
24	Jahuplubbee	Male	Hotubbee	do	
25	Leabbee	Male	Sully	do	
26	Tohonabbee	Male	Tuskeakoyo	do	
			Canneahoka	do	
27	Tapelah	Female	Netah	do	
			Temioka,	do	
28	Hotimah	Female	Imatubbee	do	
			Tuskohoyo	do	
29	Nockishnooah	Male	Onohajo	do	
			Tihache	do	
30	Ishta	Female	Kaleche	do	
31	Ishtatubbee	Male	Anovache	do	
32	Kunneshabbe	Male	Onokselle	do	
33	Ahekatubbee	Male	Moneyo,	do	
34	Tamowahoma	Female	Helechubbee	do	
			Matonah	do	
35	Oklatubbee	Male	Haishtubbee	do	
			Atoye	do	
36	Istonumbobee	Male		do	Parents' names not known.

Register of the names of Choctaw orphan children, and their parents, as far as can be ascertained, which are to be provided for by a provision in the Choctaw treaty of 1830, *in Nittachachi's district.*

No.	Names of orphans.	Sex.	Names of parents.	Place of residence.	General remarks.
1	Wascomme	Male	Ponchemastubbee	Nittachachi's district	
2	Achecautubbee	Male	Pochehokete	do	
3	Tahonah	Female	Apehache	do	
			Tewakayo	do	
4	Elieshabbee	Male	Shaphahhomah	do	Mother's name unknown.
5	Iatohah	Female	Imistonabbe	do	
			Pootahoka	do	Mother, no father.
6	Uahakah	Male	Eliimme	do	
7	Maasontimah	Female	Ponchahomah	do	
			Istantonah	do	
8	Maleshabbee	Male	Onahhopiah	do	
			Istonah	do	
9	Muckonah	Female	Tishoanchahah	do	
			Onahoyo	do	
10	Achookmahoyo	Female	Onwokabbee	do	
			Nooatimah	do	
11	Pallamme	Female	Elastubbee	do	
			Tonah	do	
12	Pesahbunah	Male	Nokwahomah	do	
			Istimiah	do	
13	Apaghtabbee	Male	Wakanahomah	do	
			Hoolbahoka	do	
14	Mahahhonah	Female	Shekopeabbee	do	
			Ulbegehoyo	do	
15	Funabbee	Male	Nookchahatubbee	do	
16	Nooahhomah	Female	Kunneahoka	do	
17	Elapyuah	Male	Jattubbee	do	
			Tahoka	do	
18	Nonka	Female	Kunneatubbee	do	
19	Lusunn	Female	Outimah	do	
20	Echafahoka	Female	Teskeonabbee	do	
			Hootimasah	do	
21	Jim Onefoot	Male	Poncheswakaah	do	
			Stonah	do	
22	Noonatubbee	Male	Opohola	do	
			Imahatona	do	
23	Nontimah	Female	Mushulekah	do	
			Pullehoyo	do	
24	Holetopah	Male	Cheletambee	do	
			Manley	do	
25	Achafatiah	Male	Ittcheshe	do	
26	Atokowah	Male	Onahonah	do	
27	William Garland	Male	Betsey Garland	do	Mother, no father.
28	Lapahoka	Female	Hochah	do	
			Tullewa	do	
29	Elanola	Male	Hosheshehopia	do	
			Oklestonah	do	
30	Tigbau	Male	Holetanchahabbee	do	
			Tigbeahoyo	do	
31	Anoley	Male	Cosunauchahabbee	do	
32	Atobiah	Male	Hopoketonah	do	
33	Poncklo	Male		do	
34	Shimiotubbee	Male	Imeonah	do	
35	Keatubbee	Male	Mulleletubbee	do	
36	Tigbahakah	Male	Anchalemastubbee	do	
37	Mahatubbee	Male	Palehoka	do	
38	Muckah	Female	Okauhekah	do	
			Istahka	do	
39	Hionah	Female	Istoponey	do	
			Puckanah	do	
40	Bimah	Female	Apchache	do	
41	Lapaley	Female	Towacio	do	
42	Cunimattah	Male	Tescauhajo	do	
			Alumah	do	
43	Lewis	Male	Anookcheto	do	
			Sukkee	do	
44	Achebah	Female	Ponchahomah	do	
			Achookmeyo	do	
45	Lisher	Female	Tiskonokohopia	do	
46	Imultobekah	Female	Oklahoyo	do	
47	Imiclle	Female	Hosheshehopia	do	
			Malatonah	do	

Register of the names of Choctaw orphan children and their parents, as far as can be ascertained, which are to be provided for by a provision in the Choctaw treaty of 1830, *in Mushulatubbee's district.*

No.	Names of orphan children.	Sex.	Names of parents.	Place of residence.	General remarks.
1	Tishu	Male	Sashtubbee	Mushulatubbee's district.	
2	Shahoye	Female	Ahoye, (wife)	do	
3	Kawabbee	Male		....	
4	Shosheonchubbee	Male	Nockahomah	do	
			Ishtaiye, (wife)	do	
5	Ishihoyo	Female	Tolabbee	do	
6	Tishliotabbee	Male	Itowallee, (wife)	do	
7	Pesanohotubbee	Male		....	
8	Olohoshtubbee	Male	Imnabbee	do	
9	John Pope	Male	Chillechi	do	
10	Nooaka	Female	Taninchubbee	do	
			Hoyoke	do	
11	Okestulluah	Female	Ashookhomah	do	
12	Achookmahonah	Female	Shaumaye	do	
13	Kanotimah	Female	Ahinsa	do	
14	Poohah	Female	Holletimah	do	
15	Lapimethtabbee	Male	Chookfa	do	
16	Anloopabbee	Male	Peyake	do	
17	Pesahhocatubbee	Male	Chufakaloopah	do	
18	Hopiatubbee	Male	Shuckti	do	
19	Ounohocatubbee	Male	Mushlatolabbee	do	
			Okesliolas, (wife)	do	
20	Yaholabbee	Male	Oshtatemah	do	
21	Latu	Male	Hopeatonah	do	
22	Imokleche	Male	Intolah	do	
			Fullepoyo	do	
23	Mishumintubbee	Male	Intolabbee	do	
24	Pootah	Male	Alatimah	do	
25	Konchetimah	Female	Laichi	do	
			Patitomo	do	
26	Anooahtimah	Female	Nockneche	do	
	Ilamcheoka	Female	Anolchoyo	do	
27	Oklahimah	Female	Maketiah	do	
28	Yohla	Female	Ishalemanoka	do	
29	Kammala	Female	Illihocklo	do	
30	Illappolo	Male	Malipoka	do	
31	Choolabbee	Male	Oklatubbee	do	
			Okhono	do	
32	Elafenabbe	Male	Chahola	do	
			Shapisthonah	do	
33	Onatonah	Female	Palcche	do	
34	Forbus	Male	Humpke	do	
35	Iyahenola	Female	Oklabbee	do	
36	Yocknola	Male	Otoyote	do	
37	Onohoka	Female	Anopole	do	
38	Holbah	Male	Hostona	do	
39	Alex. Pitchlynn	Male	James Pitchlynn	do	
40	Eben. Pitchlynn	Male	Wihamiyo	do	Chickasaw woman.
41	Imalotubbee	Male	Nowabbee	do	
42	Two more	Males	Kachihoke	do	Names not known.
43	Teskache	Female	Hatockhoollo	do	
			Okestuniah	do	
44	Oklahajo	Male	Shamyotubbee	do	
			Ishchonah	do	
45	Ibame	Male	Ophchonah	do	Mother's name not known.
46	Pintabbee	Male			Father's name unknown.
47	Istiemah	Female			Mother's name unknown.
48	Istonumbole	Male			Parents' names unknown.
49	Henry Rucker	Male	Tingbabbee		Mother's name not known.

I do hereby certify that the foregoing register of Choctaw orphan children was taken by me, by order of the Choctaw agent, and that I have faithfully attended to this duty, to the best of my knowledge, throughout the nation. It is to be observed that the names of the orphan children and parents are in separate columns, and the sexes; but the age of the children could not be ascertained, as Indians know nothing about their ages. All this duty was done previous to the 23d of July, 1831.

Given under my hand, this 17th day of December, 1831.

Indians will scarcely ever tell their names, nor do they know anything about their ages.

M. MACKAY, *U. S. Int.*

I do certify that Mr. Midn. Mackay, a sworn interpreter for the Choctaw nation, has reported to me the foregoing names as orphan children in the Choctaw nation at the time a treaty was entered into at Dancing Rabbit creek in the month of September, 1830. Also, said Mackay was strictly charged by me to perform this duty according to a provision in said treaty respecting orphans. All of this business to be done previous to the 23d July, 1831.

Given under my hand, this 17th day of December, 1831.

W. WARD, *U. S. Agent C. N.*

It is to be observed that the captains in each district made out lists of the orphan children at the payments of the annuities. But this business I well knew required much accuracy, so as justice might be done to the government as well as the Indians. Therefore, I

gave up the papers as made up by the captains to Middleton Mackay, a sworn interpreter, to go throughout the nation, and make due and diligent inquiry of all who might come within the provisions of the treaty, and register the names of all orphans, and their parents, and ages, and sexes, with the place of residence in this nation. Mr. Mackay has returned the foregoing list of names, stating to me it was impossible to get the ages of Choctaw Indians, and that he had done everything in his power to accomplish this work.

I have the honor to be, very respectfully, your obedient servant,

W. WARD, *Agent C. N.*

Hon. LEWIS CASS, *Secretary of War.*

Register of Choctaw names, as entered by the agent previous to the 24th of August, 1831, who wish to become citizens, according to a provision of the late treaty in 1830.

Date of entries.	Names of persons who wish to remain five years.	No. children under 10 years.	No. children over 10 years.	General remarks, &c.
April 18, 1831	John Moore	4	3	White man, with Indian wife.
May 7, 1831	Iklanabbee	.....	3	Indian man.
May 7, 1831	Onatamba	.....	3	do
do	Samuel Byington	.....	.....	do
do	Alabacha	2	.....	Indian woman.
do	Jack Jinkins	3	.....	Indian man.
May 17, 1831	Samuel Cobb	4	1	Indian half breed.
do	James Pickins	4	2	
do	John Pickins	1	.....	
May 20, 1831	Hartwell Hardaway	3	4	White man, Indian wife.
May 23, 1831	Henry Garvin	1	.....	do
do	George Murphey	4	1	
do	Patrick Byley	2	1	
do	William Christy	4	4	
June 13, 1831	Alexander Brashears	5	2	Indian half breed.
do	Robert Honcock	3	2	
do	Arthur Kerney	2	1	
do	Betsey Beemes	.....	.....	Half breed woman.
do	Robert McGilvery	2	.....	do man.
do	John Walker	3	4	White man, Indian wife.
do	Delila Brashears	3	3	Half breed woman.
do	Zadock Brashears	2	1	do man.
do	Turner Brashears, jr.	.....	.....	do do
do	Allen Stanton	2	.....	White man, Indian wife.
do	Adam James	4	2	Half breed man.
do	Rachel Brashears	1	.....	do woman.
do	Calvert Howell	2	.....	White man, Indian wife.
June 14, 1831	William Foster	2	.....	Half breed.
June 16, 1831	Otemansea	.....	.....	Indian woman.
do	Hugh Foster	4	.....	Half breed man.
do	James Foster	4	.....	do
June 18, 1833	Jim Tom	4	.....	do
do	Ohoyan	4	.....	Half breed woman.
June 21, 1831	Charles Buchanan	2	.....	White man, Indian wife.
June 25, 1831	Henry Johnson	.....	.....	do do
do	Lewis Bryant	3	2	do do
July 2, 1831	Henry Pebworth	4	2	do do
July 5, 1831	John Jones	.....	1	do do
do	Jacob Dannels	4	.....	do do
do	Mathew Lebrush	.....	.....	do do
do	Luewe Durant	.....	2	Half breed man.
do	William Hall	4	3	do
do	Betsey Pinson	2	1	do woman.
do	William Lightfoot	3	.....	do man.
do	Anthony Parress	3	.....	White man, Indian wife.
do	Lewis Robertson	2	.....	
do	Lyman C. Collins	.....	.....	Indian man.
July 18, 1831	Jack Tom	4	.....	Half breed man.
July 26, 1831	Sophia Pitchlynn	1	3	do woman.
Aug. 3, 1831	Noah Wall	2	2	White man, Indian wife.
Aug. 13, 1831	Susanna Graham	.....	1	Half breed woman.
do	Anne V. Lewellyn	.....	1	do
Aug. 23, 1831	John McGilvery	2	3	do man.
do	Turner McGilvery	2	.....	do
do	Little Leader	2	3	Indian man.
do	Hotah	1	1	
do	Eyatubbee	2	.....	
do	Hiatubbee	1	.....	
do	Onahambee	3	.....	
do	Oguahotonah	2	1	Indian woman.
do	Tusononsha	2	.....	
do	Anokactubbee	3	.....	Indian man.

Register—Continued.

Date of entries.	Names of persons who wish to remain five years.	No. children under 10 years.	No. children over 10 years.	General remarks, &c.
Aug. 23, 1831.....	Lalahnia.....	3	2	
do	Janimtubbee.....	.....	.....	
do	Noatimah.....	2	2	Indian woman.
do	Anolah.....	3	2	
do	Ispia.....	3	2	
do	Tuwatucha.....	3	3	
do	Nawahhona.....	2	3	

I do certify that the foregoing persons did apply to me, as agent, to have their names registered to remain five years, and become citizens of the State, before the 24th, 1831.

W. WARD, *U. S. Agent.*

Register of the names of all those Choctaws who served a campaign under General Anthony Wayne in 1794. *Twenty of them are provided for in the late treaty of* 1830.

Mungoohemeter.....	In Leflore's district.
Ishlomakahacho.....	Mushulatubbee's district.
Atokoli.....	do
Tishlerwelblue.....	do
Achuckmatibi.....	do
Tishumiko.....	do
Hikatibi.....	do
Shikopoomma.....	do
Hepoe.....	do
Pashitunabi.....	do
Pashistubi.....	do
Hollabbee.....	do
Shophanchobi.....	do
Yakkaya.....	do
Jishkeatoka.....	do
Lanchebi.....	do
John Locus.....	do
Hanothomma.....	do
Japenahomma.....	do
Locka.....	do
Falasner.....	do
Okloha.....	do
Hikatibi.....	do
Aholhtina.....	do

Total number now living is 24, and only 20 are provided for.

W. WARD, *U. S. Agent.*

A list of claims allowed, under the treaty, in Greenwood Leflore's district.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Chief Greenwood Leflore.....	250	2,860	Provided for in treaty.
Capt. Kullishubbee.....	14	480	
Joseph Nelson.....	20	320	
Catharine McKinney.....	40	480	
Truman Smith.....	30	480	
James Stanley.....	150	640	
Thomas Everage.....	50	960	Provided for in treaty.
William Ott.....	20	320	
Benjamin Brashears.....	14	160	
Major Lewis Leflore.....	300	1,280	Provided for 2 sections.
Edmond McKinney.....	12	160	
Lewis Brashears.....	12	160	
Turner Brashears.....	50	960	Provided for in treaty.
Richard Houldenfield.....	8	80	
Vaughn Brashears.....	20	960	Provided for in treaty.

List of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Z. Roback	60	640	
Gilbert B. Collins	8	80	
Ephraim Loyd	47	480	
Moses Foster	15	640	
Nahombee	3	80	
Susan Graham	110	640	
Alexander McGakey	80	960	Provided for in supplement.
Kancha (widow)	3	80	
Pacechubbee	3	80	
John Frazier	30	480	
Stihaka	15	160	
1st. Alexander Frazier	15	160	
Tohomba	2	80	
Isaac Impson	14	160	
Samuel Long	120	960	Provided for in supplement.
Lewis Ward	40	480	
Hotubbee	4	80	
James Foster	12	160	
Michael Leflore	74	1,280	Provided for in supplement.
Capt. Okchia	8	400	
Mintubbee	14	160	
Lahmatubbee	6	80	
Tashpinanchihubbee	6	80	
Chenola	6	80	
Capt. Choknabee	3	400	
Phil	6	80	
Stemachubbee	8	80	
2d. Hatubbee	6	80	
Ahpahah	5	80	
Tallahoma	5	80	
Capt. Shields	21	640	
Oakha	22	320	
Tobala	14	160	
Jimokka	13	160	
Isaac	14	160	
Towaka	13	160	
Red Turkey	30	480	
John Homa	20	320	Relinquished.
Peter	23	320	
Estmarnha	13	160	
Elihiyah	12	160	
Kanamatubbee	2	80	Relinquished.
Phileteah	3	80	
Estonohoma	25	320	Relinquished.
Ticknohona (widow)	5	80	Relinquished.
Big Pumpkin	3	80	
Achochache	4	80	Relinquished.
Ishpambi	14	160	
Nahahomah	3	80	
Ned Perry	20	320	
Charles Hayes	20	320	
Shabaweca	5	80	
Kaniabhokta	15	160	
Wakatubbee	5	80	
Elehopiaa	5	80	
Capt. Turnbull	40	480	
Enowaid	20	320	
Canoontantah	3	80	
John Hammond	10	80	
4th. Robert Trumbull	20	320	
Samuel Foster	40	960	Provided for in supplement.
William McCoy	4	80	
Isaac Perry	50	640	
David Oxberry	30	480	
William Thompson	12	160	
William Turnbull	200	640	
Daniel Harris	23	320	
John Perry	50	640	
James Perry	50	640	
James Davis	20	320	
Perry, (widow)	30	480	
Joseph Perry	80	640	
Tishopia	3	80	
5th. Hardy Perry	12	160	
Moontubbee	6	80	
Tuckloontubbee	20	320	

List of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Capt. Fletcher	12	480	
Garret E. Nelson	40	960	Provided for in supplement.
Robert Cole	....	1,280	do do
Estenonachubbee	2	80	Relinquished.
6th. Tisholutta	2	80	
Nancy	4	80	
Davenport	10	80	
Opaihoma	4	80	
Attobetoona	3	80	Relinquished.
Daniel McCurtain	20	640	Provided for in supplement.
Poor Davy	20	320	
7th. Abitookchiyo	2	80	
Elanatubbee	12	160	Relinquished.
Plasseed Crapes	20	320	His name should be *Placide Crapes.*
Estubbatcah	3	80	Relinquished.
Stephen Crapes	12	160	
Emashapa, (widow)	12	160	Relinquished.
Tuskkolata	3	80	do
Cunnahmiyah	3	80	
Capt. Leflore	12	480	
Chehaki	12	160	
Founkha	2	80	
Taskahoma	12	160	
Knockanachi	12	160	
Phillemahhay	22	320	
Posahtanubbee	12	160	
Tussaha	2	80	
Isaac Leflore	32	480	
Mary Smallwood	13	160	
Joel Leflore	20	320	
Tunnowa	12	160	
Cahhala (widow)	5	80	
Kaonjahtubbee	12	160	
Wallace	4	80	
Davy Sexton	12	160	
Teely	12	160	
Tahhah	3	80	
Twattah	10	80	
Ohwautubbee	12	160	
Tom Willock	12	160	
Maashintah	4	80	
George Pusly	50	640	
Tookta, (widow)	2	80	
Stoknahhooktah	12	160	
Ohnahtonubbee	9	80	
Tallowah	8	80	
Capt. Washshahshamastubbee	4	400	
Tishohnawah	12	160	
Bingard or Buzzard	12	160	
Massa McKinney, (widow)	5	80	
Passubbee	12	160	
Silas McKinney	12	160	
James Shoat	35	480	Relinquished.
Charles Durant	12	160	
Eli W. Crowder	15	160	
Leir Wilson	12	160	
Hoksajah	5	80	
Turner Ward	10	80	
Eden Ward	20	320	
Pear Durant	12	160	
Leir Durant	15	960	Provided for in supplement
Capt. Bob	6	80	
Connetambe	12	160	
Sixsanopala	8	80	
James Gipson	30	480	
Lucy Siston	5	80	
John Cooper	12	160	
John R. Lynch	12	160	
Iltonowa	4	80	
Reuben Harris	200	960	Provided for in supplement.
Onahaba	4	80	
Capt. Hopiahoma	3	400	Speaker.
Esstemahlahhachi	4	80	
Chillata	4	80	
Ranson Durant	8	80	
Yanta	15	160	Relinquished.

List of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Capt. Red Dog	6	1,280	Provided for in treaty, 2 sections.
Mehatema, (widow)	4	80	
Hallentah	12	160	
Capt. Pickens	20	320	
Mrs. Harkins	150	640	
Capt. Cobb	80	640	
Tokala	12	160	
Tomahajah	12	160	
Shalkoficha	6	80	
Analachabee	2	80	
Sunna	8	80	November 23. Relinquished.
Moses Frazier	6	80	
Benjamin Frazier	4	80	
Louis Frazier	14	160	
14th. Mrs. Wilson	200	640	
George Harkins	20	1,280	Provided for in supplement.
Tuskamataha	20	320	
Betsey	8	80	
Anubbee	8	80	
George Turnbull	30	480	
Capt. Thomas Hays	30	480	Novem. 24. Relinquished.
Moses Perry	20	320	do do
John Cafry	30	480	do do
Mary Harrison	40	480	do do
Nockishtaiyo	10	80	Nov. 24, 1831. Relinquished.
Emalahubbee	2	80	do do
Isaac Bliss	25	320	do do
Levi Mc Afee	20	320	do do
Ononchitubbee	10	80	do do
Betsey Hays	6	80	do do
Hoshchoma	12	160	do do
Edward Curtain	6	80	Nov. 23, 1831. do
Levi Jones	30	480	do do
Mintabee	25	320	do do
Capt. Weshackshchoma	30	480	do do
17th. Okleteyah	10	80	do do
Achiba	5	80	do do
Lowway	20	320	do do
Iyokpanubbee	10	80	do do
Hocha	15	160	do do
Hotaka	15	160	do do
Capt. Holatohoma	30	480	do do
Wahkatubbee	8	80	Nov. 24, do
Tallutona, (W.)	20	320	do do
Halkaya, (W.)	12	160	do do
Pusttookoka	10	80	do do
Heinniyubbee	15	160	do do
Hoabee	15	160	do do
Doct. Walker, Tohoma	15	160	do do
Kiaha	8	80	do do
Feleyata	12	160	do do
Nosaka	12	160	do do
Banatubbee	12	160	do do
Kanagonubbee	8	80	do do
Malakoka, (W.)	8	80	do do
Benjamin	20	320	do do
Jacob	30	480	do do
Haniya, (W.)	30	480	do
Capt. Eyahokyubbee	8	80	do
Tuskapalehacho	8	80	do
19th. Capt. Jack Hayes	30	480	do Was a captain at time of treaty. Relinquished.
Little Red Bird	12	160	Nov. 24, 1831. Relinquished.
Capt. Silas D. Fisher	.....	640	Provided for in treaty.
Joseph Fisher	30	480	
Unobbe	12	160	
Susan	12	160	
Calvin Cammell	20	320	Relinquished.
Iyakayubbee	15	160	
Davey Mackey	30	480	
Capt. Yota	15	160	Nov. 23, 1831. Relinquished.
Hochubbee	6	80	do do
Apaso	10	80	do do
Youtheye	15	160	November 23, 1831. Relinquished.
Capt. Lowatubbee	8	80	do
Maachubbee	20	320	do

List of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Charles Carney,	15	160	November 23, 1831.
Capt. Big Cloud	15	160	
Taskapicklecha	12	160	
Tonola	12	160	
Owaka	10	80	
Capt. Tishbahoma,	15	160	
William Mackey,	12	160	Relinquished.
Ostanubbee	30	480	
Immastona	5	80	
Kalista	10	80	
Nukowahoma	12	160	
Yota	12	160	
Patubbee	30	480	
Red Turkey Wing	25	320	
Hoyahbee	15	160	
Keyokabi	30	480	Relinquished.
Onahinta	10	80	
Kushone	15	160	
Talaka	15	160	
Capt. Tashkahinte,	12	160	Relinquished.
Alahta	6	80	do
Hoyaona	12	160	do
Emushachubbee	8	80	November 24, 1831. Relinquished.
Capt. William Hays	30	480	
Benjamin Laflore	100	1,280	Provided for in supplement.
John Ellis	14	160	November 23, 1831. Relinquished.
Cornelius Carney	70	640	do do
Widow Burris	15	160	do do
Willis Stall	10	80	Relinquished.
Stemala	12	160	November 24, 1831. Relinquished.
Capt. Ahakachi	20	320	do
Annukfala	8	80	do
Mintaubbee	8	80	do
Alahlka	12	160	do
Benanchihona	20	320	do
Kentuck John	8	80	do
Shota	10	80	do
Foloutubbee	12	160	do
Minko	12	160	do
Nakishtasha	12	160	do
Jefferson	12	160	
Capt. James Vaughn,	30	960	Provided for in treaty.
Benjamin Battiece	30	480	Relinquished.
Jynuta	4	80	do
Iintaba	12	160	do
Yamatubbee	8	80	Relinquished.
Kanotoma	15	160	do
George H. Vaughn	30	480	November 23, 1831. Relinquished.
John Doty	30	480	do
Joseph Anderson	3	80	do
Daniel Anderson, jr,	3	80	do
Winney Battiece	20	320	do
Imahthlekaba	15	160	do
Capt. Oaskkaina	20	320	November 23, 1831.
Mehcyata	12	160	do
Latapale	12	160	do
Yahatubbee	12	160	do
Hammoplacha	12	160	do
Belinkona	8	80	do
Capt. Nat Jones	25	320	
James Jones	30	480	
William Jones	20	320	
Nockhateah	15	160	
Abawetabbee	12	160	
Daniel Anderson	30	480	
Habitoche, or Little Leader	15	160	
Ahotonachi	12	160	
Capt. Achalitta	15	160	November 23, 1831. Relinquished.
Pisabunabi	8	80	do do
Achinatabe	10	80	
Heshesheahoma	12	160	
Pelatubbee	12	160	
Hemakpelabe	12	160	
Anosaka	15	160	
Red Knife	12	160	

List of claims—Continued.

Names.	No. of acres.	No. of acres allowed.	Remarks.
Hardy	12	160	
Capt. Washington	20	640	
Oklegahubbee	12	160	Relinquished.
Emeichtabe	8	80	
Sakki	15	160	
Pisfiabi	6	80	
Sheta	30	480	
Wata	12	160	
Natubbee	12	160	
Kanneachubbee	12	160	
Chinoli	20	320	
Jimmy	8	80	
Tanecbe	25	320	
Flnowa	15	160	
Iohlo	15	160	
Tunmaabe	12	160	
Atoba	12	160	
Unnahabi	20	320	
Tishohinmitta	30	480	
Asholitta	30	480	
Toshkahoma	15	160	
Tobias Ward	30	480	
William Crevatt	20	320	
Capt. Chatumetaha	40	480	
John, (son of the Capt.)	12	160	
William Leflore	50	960	Provided for in supplement.
Capt. Steamalechee	20	640	
James L. McDonnell	.....	960	Provided for in supplement.
Robert Jones	.....	960	do
Alexander McKey	.....	320	do
William Train	.....	320	do
Tobias Leflore	.....	320	do
Willis Harkins	.....	320	do
Delila and her 5 children	.....	960	do
Peggy Train and her 2 children	.....	480	do
Polly Phillecutchy	.....	640	do
James D. Hamilton	.....	320	do
J. Doke	.....	320	do
Philip Hays	.....	320	do

Indians	5,598
Whites	97
Slaves	248
Mushulatubbee's district	5,943
Nittachachi's do	6,106
Col. G. Leflore's do	7,505
Whole number of inhabitants in the nation	19,554

I certify that this is a correct list, taken from the books made out by me after the examination of the claims allowed under the late treaty.

Done at the Agency, September 7, 1831.

F. W. ARMSTRONG, *Special Agent.*

23D CONGRESS.] No. 1231. [1ST SESSION.

ON APPLICATION OF THE TRANSYLVANIA COLLEGE, OF KENTUCKY, AND THE PENDLETON ACADEMY, OF THE STATE OF ALABAMA, FOR GRANTS OF LAND FOR THEIR BENEFIT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 17, 1834.

Mr. CLAYTON, from the Committee on the Public Lands, to whom was referred the petition of the Trustees of Transylvania College, of Kentucky, and that of the Trustees of Pendleton Academy, of the State of Alabama, praying for a donation of lands for the encouragement of their respective institutions, reported:

That the disposition of the public lands for such an object, however laudable, cannot be justified either by the Constitution or the manner in which they are held by the government. The only method by which Congress can "promote the progress of science and useful arts," is "by securing, for a limited time, to authors and inventors, the exclusive right to their respective writings and discoveries." It cannot be denied that the donation of the public lands to seminaries of learning would be to promote the progress of science, and consequently in a way very different from that prescribed in the above clause of the Constitution. By the express specification of the manner and cases in which science and the useful arts shall be encouraged, it is entirely obvious that every other mode is excluded. And this would be very apparent if, instead of an application for a donation of lands from a college, it should come from an inventor of some useful instrument calculated to advance the useful arts. It will be seen, by the clause of the Constitution referred to, that science and the useful arts are placed upon the same footing, and if it is allowed to depart from the prescribed method of promoting the progress of the former, the latter may with equal right claim a similar indulgence, and the committee believe no one is prepared to admit that the public lands could be given away to inventors, however useful their discoveries might be. It may be said that the Constitution had reference to the authors of writings. This idea is refuted, not only by the generality of the expression, "the progress of science," which comprehends the subject in its most unlimited sense, but by the well-known history of this particular clause of the Constitution as found in the journal of the convention. The proposition to clothe Congress with the power to charter a university was thrice presented and rejected by the convention; and after referring that subject, as well as the one relating to the encouragement of the useful arts, to a committee, all that could be obtained was the power as it now stands in the Constitution, and which the committee have before quoted; and this, in their opinion, is too plain to admit of a doubt that the Federal Government has any jurisdiction over the subject of science. Besides this view of the subject, the committee are of opinion the government is further restrained from a disposition of the public lands in the manner required by the petitioners, from its solemn engagements made with the States from which it obtained its cessions of the public lands. In the conveyance made by the State of Virginia of her territory northwestward of the river Ohio, (and substantially in the cessions of lands made by North Carolina and Georgia,) there is to be found the following stipulation: "That all the lands within the territory so ceded to the United States, and not reserved for, or appropriated to, any of the before-mentioned purposes, or disposed of in bounties to the officers and soldiers of the American army, shall be considered *a common fund* for the use and benefit of such of the United States as have become, or shall become, members of the confederation or federal alliance of the said States, Virginia inclusive, according to their usual respective proportions in the general charge and expenditure, and shall be faithfully and *bona fide* disposed of for that purpose, *and for no other use or purpose whatever.*" In this stipulation the object and intention are so plainly expressed that it is scarcely necessary to call the attention of Congress to them. If the public lands form "*a common fund*" for the use and benefit of the States according to their usual respective proportions in the general charge and expenditure, and shall be disposed of for that and no other purpose, how can Congress make partial donations of *a common fund* for the benefit of seminaries of learning, intended, and so expressly stated, to be disposed of for the sole and exclusive purpose of benefiting the several States in the general charge and expenditure of the government, and that, too, in unequal amounts to some States, and not to others? It appears to the committee that such a proposition cannot seriously be contended for. If the public lands were all sold and reduced to a common fund, *in money*, lying in the treasury for the objects expressed in the above-quoted agreement, every one would see at once that Congress would not draw the money from that place for the purposes sought by the petitioners; and if they would not, *in money*, it is not perceived how it can be done while this common fund remains *in lands*. If a single acre can be used for that purpose, the whole can, and thus the fund would be diverted altogether from its palpably expressed object. And this is not all; if any part of it can be given to one or two seminaries of learning, the whole can to the same, to the exclusion of all the other States. It is no good answer to this objection to say that Congress must take care to distribute the public lands equally among all the literary institutions throughout the United States; this would be most notoriously a departure from the contract of the ceding State; and when once Congress shall substitute its discretion for the express terms of the agreement, it must be plain to every mind that there can be no limits to that discretion, save a sense of its own notions of propriety, most evidently forming no part of the inducements to the cessions of land made by the States to the Federal Government. It must be obvious, too, that if they had the right to change the terms of the contract, it is wholly impracticable to make an equal and impartial distribution of the lands among all the various institutions, high and low, intended to diffuse the benefits of education.

The committee are aware that something is claimed for these applications from the force of precedent, but they cannot for a moment believe, if they have presented a correct view of the subject, that it will be seriously contended that the plain and positive stipulations of a contract, and the still higher and more solemn obligations of the Constitution, shall be made to yield to a practice certainly founded in error, and perhaps without due consideration. Nor can any sanction be drawn from the example of a certain disposition of lands within the new States, where the public domain is situated, for the benefit of schools, inasmuch as such disposition was evidently predicated upon the provision in the Constitution

which vested Congress with the "power to dispose of and make all needful rules and regulations respecting the territory belonging to the United States." Nothing could so much contribute to the population of the new States as the institution of schools. The means of education certainly furnished the strongest motive to the purchase of the public lands, and a donation for that object in different parts of the territory came properly within those needful "rules and regulations," well calculated to enhance the value of the residue, and was alike due to the condition of the new States that were entirely without the means of offering such an indispensable inducement to their early settlement. This is a regular system in reference to the new States organized from the Territories; and though one of the applications is from a new State, it does not fall within that system; a departure from which would entitle not only the other new States, but the old ones also, to similar donations. Under these opinions, the committee ask to be discharged from the further consideration of the said petitions, and all of a like nature since referred to them.

23D CONGRESS.] No. 1232. [1ST SESSION.

ON PRE-EMPTION TO LANDS IN THE STATE OF OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 17, 1834.

Mr. CAVE JOHNSON, from the Committee of Private Land Claims, to whom was referred the petition of Barbary Wilson, reported:

That the petitioner asks the right of pre-emption to a place upon which she resides, and has resided for the last eight years, upon the military reserve, on the Maumee river, in the State of Ohio. The committee does not think a precedent should be set of allowing any privilege or advantage to individuals, who have settled themselves upon lands of the United States, reserved from sale for the use of the government, and have during the present session rejected other similar applications, and they see no reason why the present application should not share the same fate.

23D CONGRESS.] No. 1233. [1ST SESSION.

ON CLAIM FOR PERMISSION TO LOCATE A MILITARY LAND WARRANT IN ALABAMA OR MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 18, 1834.

Mr. CLAYTON, from the Committee on the Public Lands, to whom was referred the petition of Samuel Armstrong Bailey, praying permission to locate a military land warrant in the State of Alabama or Mississippi, have had the same under consideration, and reported:

That the petitioner exhibits a military bounty warrant for two hundred acres of land, issued by the Secretary of War, on the 20th day of February, 1834, to Rebecca Frances Bailey, wife of the petitioner, as sole heir at law of Edward Lloyd, who was a lieutenant in the South Carolina line in the revolutionary army. The petitioner states that said Edward Lloyd died many years ago, after having placed his papers in the hands of a Senator of the United States from Georgia, for the purpose of obtaining the warrant; that the warrant was not obtained during his life; that his only child, being then an infant, knew nothing of the claim, nor did it ever come to her knowledge until since her intermarriage with the petitioner, to wit, within a few years. The petitioner resides within a very short distance of the public lands in Alabama, and not very distant from those in Mississippi, but from five to six hundred miles from the land districts in Ohio, Indiana and Illinois; for the purchase of the lands in which the scrip to which he would be entitled by law in exchange for said warrant is receivable. Under these circumstances, he prays to be allowed to locate his warrant in Alabama or Mississippi. Your committee, considering the request altogether reasonable, report a bill accordingly.

23D CONGRESS.] No. 1234. [1ST SESSION.

APPLICATION OF THE POLISH EXILES FOR A GRANT OF LAND FOR SETTLEMENT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 22, 1834.

To the Representatives of the people of the United States of America in Congress assembled:

The undersigned, Poles, selected by the two hundred and thirty-five placed on the hospitable shores of these United States by order of the Emperor of Austria, venture to address your august body, for such relief as men placed in our peculiar situation may lay claim to.

As long as we had a country that we could call our own, we resolutely fought for her independence, until the overwhelming power of Russia forced us to take refuge in the Austrian and Prussian provinces, asking only for a free passage into France. In the month of April last, the Austrian government, having promised us liberty and protection, suddenly, and without notice, placed us in confinement in the city of Brunn, in Moravia, answering our protests with assurances that, when assembled, we should be sent into France. After three months' confinement, the Austrian government gave us the choice either of returning to Russia; or of embarking for the United States, with the Government of which an arrangement had been made, as we were informed, for our protection and support. As lovers of freedom and of free institutions, we accepted the alternative of living among a free people, although in so doing we had to give up all hopes of the land of our love, of our habits, of our laws, and of our language. Arrived at Trieste, we were there confined for three months, until finally we were embarked on board of two Austrian frigates, and, after a navigation of four months and ten days, landed at New York, in these United States, where we now find ourselves placed in the most critical situation, being ignorant alike of the language and of the customs of the country, and destitute of everything but the means of a few days' support.

Although pilgrims in a foreign land, with nothing but the sad recollection of the past, and hopes for the future, we wish to live a life of active industry, and to become useful to the country of our adoption. Since Providence, in its inscrutable wisdom, has deprived us of the land of our birth, we wish to plant in these United States a second Poland, where our countrymen, the still unconquered sons of adversity, may congregate and prosper.

With these views, we respectfully solicit of your august body a grant of land, under such provisions as will enable us to live by our industry, to rally round us such of our countrymen as may visit these shores, and to become of use and of service to the people of these United States.

And for which aid and assistance, as in duty bound, your petitioners will ever pray.

LEWIS BANEZAKIEWIEZ,
MARTIN ROSIENKIEWIEZ,
DR. CHARLES KRAITSIR,
Committee of the Polish Exiles.

NEW YORK, *April* 9, 1833.

Some notes concerning the situation of the Polish exiles.

1. The Poles, who were scattered in the different countries of Europe, and who are now transported to these United States, cannot be considered as other *emigrants;* the reasons of their leaving their home, their situation, and their views for the future, being totally different from those of any other people. They are compelled, by the utmost rigor and perfidy of the Russian government, to say farewell to their sweet home; they cannot trust to the most solemn promulgations of *amnesty*, which never have been kept faithfully; they had no other choice than to return under the reign of the knout, in the mines of Siberia, in the Muscovite regiments, in the provinces of the Caucasus, or to go to France. This latter country having been precluded to them by the policy of the allied courts, they were sent, by the Austrian and Prussian governments, to this country. Two Austrian ships have already landed two hundred and thirty-five of them, and a third man-of-war (corvette Lipsia) is now on her passage to New York, with fifty or sixty persons. Three Prussian ships, with near seven hundred Poles, destined to New York, New Orleans, and some third port, stopped at Havre, Cowes, and Portsmouth, and it is very doubtful if they will arrive. The private credits, and those of the Prussian government, allowed to them, are already retired, and it is not known if the latter would be renewed or not, in case they arrive.

The petition presented to Congress can, therefore, not be prejudicial to those Poles who shall come later to this country, the time of their arrival not giving any privilege or prerogative to those who are already in this free country.

Forty dollars have been paid to every Pole on board of the Austrian frigates, (four dollars in Malta, three in Gibralter, and thirty-three in New York.) It would be of the greatest importance, and a true benefit, that the resolution of Congress should be known to them soon, in order that they may begin their settlement before the summer—their finances and the season requiring a great economy of time.

The views of the petitioners are, to be of use to the country of their adoption, to the great cause in whose defence they are suffering, to those of their countrymen who should, in progress of time, become victims of oppression. They wish to save the sacred fire of patriotism, of liberty, and of human dignity, under the guidance of the country of Penn, Washington, and so many prototypes of true humanity. They will show to Europe that their presence is only to be feared there, where there is tyranny and degradation of mankind, and that the calumniations of the servile are the most infamous weapons plunged in the heart of Poland.

2. More than half of the two hundred and thirty-five are officers of different *degrees*, the highest of which is that of major. The minority have been private soldiers. Fifty were in the *army before the revolution;* the others took up arms in the revolution, and are in consequence more exposed to the resentment of the monarchical governments. The majority are natives of the Polish-Russian provinces, viz., of those which have been taken into possession by Russia in the first division of Poland. The minority are from the kingdom of Poland, created in the Congress of Vienna. The greatest hatred of the Autocrat falls upon the inhabitants of these provinces, which he likes to call his conquests.

Some are above and near sixty years of age; some from seventeen to twenty years; the greater number between twenty-six to forty. Some have been wounded, so that they cannot work as they would. One only has his wife with him; many others left their families at home; some are widowers, but have children.

Almost all the privates and some of the officers of lower degree have been *farmers*. The majority have lived in the country, and have seen agricultural and similar occupations, and are now willing to work. Some of the young were students when the revolution broke out, and were the most zealous in the exploits of the patriots, as the history of the Polish struggle shows.

They want encouragement to accommodate themselves to a new mode of living; but they feel the

most ardent desire to be active in any mode consistent with the customs and institutions of their new fatherland, and their own habits.

3. If the Constitution of these United States would allow the conferring upon settlers the privileges of *American citizenship*, it would be the most energetic means of encouragement to them to become useful in their new home.

4. The *committee*, which will occupy itself with the cause of the Polish exiles, will, without doubt, take into consideration that their critical situation requires some speedy arrangement, notwithstanding the explanations and elucidations of several points. The Polish deputation will endeavor to furnish every explication within its power. It would be important to have at least one member upon the committee, who could speak the French language, the knowledge of the English of one of the deputies (Kiewiez) being very trifling, and the two others (Banczakiewiez and Rosienkiewiez) being entirely destitute of it.

5. Belonging to the *Poles, who are out of Poland* in different countries of Europe, their fate seems to deserve greater pity than that of those who are in this free and happy country. We presume that the state of things in Europe will sooner or later induce many of them to come and join us here—flying from the perfidious and sanguinary policy of the royal conspirators—the artifices and machinations of their spies, *agents provocateurs*, (fortunately unknown beings in these United States,) and other spiders of the Augean-stable governments. The *emeutes*, partial insurrections and plans to form new kingdoms in the land of *marmottes*, are works of the secret policemen of the Holy Alliance and consorts, with a view to compromise those who lent their ears to such chimerical projects, and to have a pretext to persecute the innocent, unhappy, and quiet patriots and liberals; to pollute the sacred cause of liberty in the eyes of cowards, and of the credulous. We think that, in consequence of such and similar commotions, there will be found many weary and tired of their precarious and provisory state of existence, and that they will direct their eyes to these quiet and hospitable shores, where liberty, equality, and humanity are dwelling in spite of their enemies. They will rally around us as brethren, and show that we not only have been dealt with inhumanly in respect to our home, our goods, and families, but that our honor and reputation have been blackened by the everlasting hostilities of the anti-national conspirators.

We cannot give the exact number of the Polish exiles now in France, England, and other countries, but we are of opinion that it amounts to several thousands in France, (perhaps seven thousand,) and about five hundred in England, not counting those who are in Algiers in the French service. In Portugal there may be about five hundred; in different parts of Germany, occupied differently and under false names, about five hundred: some in Switzerland, in Hungary, in Turkey, and Egypt; some in Sweden, &c.

The late Polish army being dissolved, the military conscription made by *ukases*, by the unchecked will of the Emperor of Russia, there are more than one hundred thousand men of the so called kingdom of Poland, distributed in the Russian regiments on the frontiers of China, Tartary, and Persia, in Wallachia and Moldavia.

Many thousands are *transplanted* to the interior of Russia, in Astrachan, Siberia, Kamtschatka; many in prisons, or treated in the most inhuman manner, being called not by their names, but by numbers, as so many cattle.

Thousands of children have been transported to the interior, under the pretext of giving them a convenient education, in order to make a new generation—"*the present being lost!*" (words of the Emperor Nicholas, spoken at Modlin to a deputation of Warsaw, last fall.)

The whole amount of the expatriated Poles, (viz., exiles, deported, transplanted, &c.) is about one hundred and fifty thousand men.

We abstain from speaking of the confiscations, of the different punishments of other kinds, of the means of demoralization and humiliation of our beloved country. These are things too well known to the civilized world to need further explanation.

23d Congress.] No. 1235. [1st Session.

ON CLAIM TO LAND IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 22, 1834.

Mr. Ashley, from the Committee on the Public Lands, to whom was referred the petition of Henry Stoker, reported:

That, under acts of Congress of the 3d March, 1823, and 26th May, 1824, the petitioner, Henry Stoker, assignee of Alexander Calhoun, claims six hundred and forty acres of land, situate in that part of the State of Louisiana formerly known as the neutral territory, between the Rio Hondo and Sabine river.

Stoker submitted his claim to the board of commissioners appointed, under the acts aforesaid, to examine and adjust private land claims within said district, and adduced evidence sufficient to establish his right to the quantity of land above-mentioned; but in reporting their proceedings to Congress, the commissioners recommended a restrictive clause in the confirmatory act, inasmuch as it had been represented to them that the claim of Stoker might embrace the ground upon which the military works and building at Fort Jessup is situated. Congress, accordingly, when acting on the report of the commissioners, suspended the claim of Stoker, in which situation it has remained ever since.

It appears, from the petitioner's own statement, that his claim embraces the military establishment at Fort Jessup; and it appears also, from abundant evidence, that the petitioner, or the person under whom he claims, was in quiet possession of the aforesaid tract of land, when the same was taken possession of by the United States, and that he is yet in possession of a part of the tract, and has in every particular complied with the requisites of the several laws under which he claims.

Under these circumstances, the committee are of opinion that the right of the individual claiming should not be longer withheld; that as the land claimed by him is found desirable for public purposes, and as he is willing to receive in lieu thereof the same quantity elsewhere, the prayer of the petitioner ought to be granted; a bill, accordingly, is herewith reported for his relief.

23D CONGRESS.] **No. 1236.** [1ST SESSION.

ON CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 25, 1834.

Mr. CAGE, from the Committee on Private Land Claims, to whom was referred the petition of William R. Harmer, reported:

The petitioner alleges that in the winter of 1831, he emigrated from the State of Tennessee to the State of Mississippi, wishing to purchase lands, and not being acquainted with the manner of taking numbers, &c., he applied to the Hon. William Parker, a highly respectable and intelligent gentleman, resident in the section of country where he was desirous of making his location, to take the numbers of an eighth of land upon which the petitioner now resides, to wit, section 33, township 14, range 1 East, and the E. half of the aforesaid S. W. one-fourth. Instead of getting the desired numbers, he had given him corresponding numbers, but in range 1 West. The petitioner states that the land thus entered by mistake is of no value, being subject to inundation; that the mistake was discovered too late to be corrected under the provisions of existing law in reference to such mistakes. The petitioner states he is a man in delicate health, in moderate circumstances, with a large family of children. He asks to be confirmed in his title to the lands upon which he resides, and which is the same he supposed he had entered. The fact in relation to the mistake made in the entry is fully proven by Judge Parker, who furnished the numbers, &c. The committee are of opinion that the petitioner is entitled to relief, and, therefore, report a bill.

23D CONGRESS.] **No. 1237.** [1ST SESSION.

ON THE APPLICATION OF THE POLISH EXILES FOR LAND FOR SETTLEMENT.

COMMUNICATED TO THE SENATE APRIL 29, 1834.

Mr. POINDEXTER, from the Committee on Public Lands, to whom was referred the petition of Lewis Banczakiewicz, and others, acting as a committee for and in behalf of two hundred and thirty-five Poles, transported to the United States by the orders of the Emperor of Austria, reported:

The committee do not admit the justice or policy of granting any portion of the public domain to emigrants from foreign countries who voluntarily seek an asylum on our shores from the arbitrary governments of Europe.

Neither the usages of civilized nations, or the principles of our free institutions, require of this government more than is due to the rites of hospitality and the protection of the laws, to the inhabitants of the old world who come among us to enjoy the blessings of liberty, and partake of the general prosperity and happiness of this highly favored country. These have been uniformly extended, and in no instance denied, to foreigners of every nation, besides the privilege of becoming naturalized citizens according to the liberal system established by law for that purpose.

To justify a departure from this general rule in any particular case, facts and circumstances appealing forcibly to the benevolence of the nation ought to be clearly demonstrated as the basis on which the exception is founded. The committee have attentively considered the peculiar condition of these unfortunate exiles from their native land, in connection with the strong claims which they seem to present for relief, and have unanimously agreed to recommend their case to the favor of the Senate. The history of the recent revolution in Poland is so well known and understood, that any attempt to recapitulate the events of that glorious and arduous struggle in the great cause of human liberty may be deemed superfluous and unnecessary. These petitioners constitute a small remnant of that gallant army who engaged in the desperate and unequal conflict with the overwhelming power of the Russian empire, and who firmly resolved that Poland should be free, or be blotted for ever from the map of nations. They bravely fought for the independence of their country, to which they were bound by every feeling of patriotism and affection; they won many battles by prodigies of valor never surpassed in any age or country; they stood undismayed by the powerful enemy against whom they had to contend, and confidently appealed to the sympathies of the civilized nations of Europe to sustain them in a cause so just; but their appeals were made in vain, and their hopes were destined to end in cruel disappointment. This short and bloody war terminated in the overthrow of a persecuted, brave, and generous people, contending for their long-lost liberty, and the restoration of their ancient rights, as one of the great family of independent nations. Overpowered by numbers, and driven by repeated defeats to the verge of despair, the noble chivalry of Poland retired from the contest, and bade farewell to freedom, country, and everything dear to the heart of civilized men. These petitioners, it appears, sought refuge and protection in the provinces of Austria

and Prussia, asking only a passage into France, which they allege was promised them by the Austrian government. They assembled at the city of Brünn, in Moravia, to receive their passports according to previous assurances given them, when they were suddenly arrested, thrown into close confinement, and, after an imprisonment of three months, the alternative was presented to them of returning to Russia, or of embarking on board an Austrian vessel for transportation to the United States of America. They accepted the latter proposal, and were removed to Trieste; again imprisoned three months, and finally embarked on board two Austrian frigates prepared for the purpose; and, at the expiration of a voyage of four months and ten days, were landed in the city of New York, at which place their petition is dated. These facts are set forth by the petitioners, and the committee have no reason to doubt their accuracy. The question then arises whether this government ought to extend its beneficence to these petitioners, and grant to each of them a few acres of land for actual cultivation, on which they may find a new home, where, by honest industry, they may earn a comfortable subsistence for themselves and their families, free from the persecutions of their inexorable oppressors?

The committee believe that both principle and precedent combine to recommend the adoption of such a measure, under suitable modifications and restrictions. The emigrants from France, in the year 1817, who were expelled from their country soon after the downfall of the Emperor Napoleon, received a grant of four contiguous townships of land in Alabama on the most favorable terms, amounting nearly to a donation. Many similar grants are to be found on our statute book, made to individuals and associations for useful or benevolent purposes. Again: in the year 1812, Congress, actuated by like feelings and considerations, appropriated the sum of fifty thousand dollars to the sufferers by an earthquake at Venezuela. But without regard to these cases, in which the general principles of legislation were departed from, the committee perceive in the circumstances under which these emigrants ask of Congress a grant of land enough to warrant the conclusion at which they have arrived in favor of the prayer of the petitioners. Poland, so often the theatre of sanguinary wars, originating in violations of solemn compacts on the part of those powers by whose combined arms that ill-fated country was conquered and partitioned, made a last desperate and expiring effort to regain her freedom and independence. The surrounding nations looked with cold indifference on the struggle, evidently prepared, if necessary, to render their aid to the Emperor of Russia in the subjugation of the Polish army. The result, though for some time suspended by the valor of that small and inadequate force, was at no period of the conflict doubtful. The army was dispersed, the country desolated, the fugitives who escaped the general slaughter were denied the hospitality of neutral States, and could find no resting place on the territories of the crowned heads, whose despotic rule they had resisted in asserting the natural and inherent right, as freemen, to govern themselves. Expelled from their own country, imprisoned in Austria and Prussia, refused permission to enter France, they were left to choose between despotism, and perhaps the gibbet, by returning to Russia, and involuntary transportation to these States, where they now enjoy, for the first time, the protection of the laws, and the rights and immunities which belong to the human race wheresoever they may be cast by the dispensations of divine Providence. Humbled by misfortunes; deprived of a country and a home; destitute of the ordinary means of subsistence; in a strange land, whose language they do not speak or understand, and with whose customs they are wholly unacquainted, these petitioners throw themselves on the liberality and clemency of a magnanimous people, and a free government, for a habitation where they may repose in peace and safety, and where, by the labor of their own hands, they may be enabled to rescue themselves from their present wretched condition of want and dependence. The committee think that, in granting the prayer of the petitioners, this government will manifest a proper regard for the sufferings of the unfortunate of all countries who may be cast on our shores; a comity due from one portion of the human family to another, which ought to be acknowledged and felt by all; and thereby exhibit to the civilized world a glowing contrast between the arbitrary rulers who oppress and persecute these exiled patriots and fallen defenders of liberty, and the chivalry of a free people who receive them with a friendly welcome, and provide for their immediate necessities. The noble example may not be lost in its effects on the great cause of free principles. The history of our own glorious struggle for liberty and independence, and of the distinguished foreigners who mingled in the conflict, is well calculated to urge the claim of the petitioners to the relief which they ask at our hands. Shall the countrymen of Pulaski, of De Kalb, and of Kosciusko, supplicate in vain the descendants of the patriots of the revolution for succor and support, when the tyrants of Europe refuse them a resting place because they are the soldiers of liberty? The committee think not, and, in this opinion, they confidently rely upon the cordial co-operation of the Senate, and of the great body of the American people. The committee, therefore, without entering into the question of pecuniary assistance, which they respectfully leave to the sound discretion of the Senate, unanimously concur in recommending that a donation of one entire township of land, to be located under the direction of the President of the United States, in the State of Illinois, or Territory of Michigan, be granted to the two hundred and thirty-five Poles, and divided among them in equal proportions, for actual habitation and cultivation; for which purpose they report a bill.

23D CONGRESS.] No. 1238. [1ST SESSION.

STATEMENT OF BALANCES AGAINST RECEIVERS OF PUBLIC MONEYS ON ACCOUNT OF THE SALES OF THE PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 30, 1834.

TREASURY DEPARTMENT, *Comptroller's Office, April* 26, 1834.

SIR: I have the honor to transmit, herewith, a list of balances against receivers of public moneys, on account of the sales of public lands, which have remained due, or unsettled, on the books of the Treasury, for more than three years prior to the 30th September, 1833.

With great respect, your obedient servant, JOS. ANDERSON, *Comptroller.*

Hon. ANDREW STEVENSON, *Speaker House of Representatives United States.*

List of balances against receivers of public moneys on account of the sales of public lands, which have remained due or unsettled, on the books of the Treasury, for more than three years prior to 30th September, 1833.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
Peter Wilson	Steubenville	$9,909 26		Judgment against the principal at July term, 1827, for $9,909.26. His estate was sold under execution by the marshal, on the 15th of May, 1830, for the sum of $2,423.11. Of this sum, property to the amount of $1,590 was purchased by the district attorney, as United States agent, &c. The suits against his sureties, Myers and Campbell, are still pending. Since the date of the judgment against the principal, the sum of $2,059.28 has been deposited to the credit of the Treasurer.
Samuel Finley	Chillicothe	9,767 80		Judgment against Finley for $22,390.13. Execution served on his property, which produced the sum of $437 only. Judgment obtained against his sureties for penalty of bond, $10,000, with interest. The amount of the penalty of the bond, with $2,510.94 interest thereon, together making $12,510.94, was deposited on the 28th September, 1830, to the credit of the Treasurer of the United States, by John Jacob Astor, Esq., of New York, to whom has been assigned the judgment against Thomas Worthington, one of Finley's sureties, the other sureties having died insolvent. The balance of the debt may be considered as desperate.
Moses Dawson	Cincinnati	18 78	Claims further credits	
Horton Howard	Delaware (now Tiffin).	33 52	Claims further credits	
Joseph Holman	Fort Wayne	4,721 42		Suit ordered August 18, 1830, for $4,721.42. Judgment at November term, 1830, for $4,980.07, and the money paid to the clerk in open court. Henry Hurst, Esq., clerk of the United States district court for the district of Indiana, advised by letter, dated April 16, 1831, that he had made a deposit of $4,900 in the office of the Bank of the United States, at Louisville, Kentucky, subject to the order of the district court of Indiana. The district attorney has been written to, to cause the money to be deposited to the credit of the Treasurer of the United States.
Nathaniel Ewing	Vincennes	5,967 32		Suit ordered July 22, 1823, for $4,684.62. Judgment November term, 1824, for $5,273.18. Execution issued and returned by marshal, "no property found whereon to levy." The former balance of $4,684.63, upon which suit was first ordered, was, by a subsequent settlement, in 1829, increased to $5,967.32. At May term, 1830, another judgment was obtained against Ewing, the principal, for $1,282.69 in addition to the former judgment. Execution issued, and the marshal in his return for November, 1830, remarks as follows: "Returned by order of the district attorney, on payment of all costs."
Charles M. Taylor	Jeffersonville	5,738 80		Suit ordered October 13, 1825, in the district of Kentucky, against all the parties to the bond, for $10,403.45; but it was reduced by subsequent settle-

List of balances—Continued.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
				ments up to July, 1827, to $5,738.80. Judgment, at May term, 1829, for $5,738.80, with interest from the 6th of October, 1826, till paid. Execution in the hands of the marshal. Execution stayed against Worden Pope and others, sureties in this case, January 23, 1824, until the close of the present session of Congress, they having a petition before that body for relief.
Andrew P. Hay.....	Jeffersonville.....	$5,046 72	.....	Suit ordered July 16, 1830, against principal and sureties, for $6,919.72. Judgment, November term, 1830, for $7,568.55, with interest from the 18th December, 1830, till paid. The district attorney was instructed 10th September, 1831, to suspend proceedings against John Fishli, one of the sureties in this case, and to file a bill of discovery against the other sureties, who had placed their property beyond the reach of the government, and, if any property should be given up by them, to cause it to be sold on a credit of one, two and three years. Balance reduced by a subsequent settlement, in 1833, to $5,046.72, exclusive of interest.
J. C. S. Harrison.....	Vincennes.....	9,253 08	By the act of March 2, 1831, he is to be allowed eighteen years, within which to pay this balance.	
Israel P. Canby.....	Crawfordsville.....	52,062 04	.....	Distress warrants have been issued against the principal and his sureties in different States for the full amount of this claim, and the marshals of those States directed to be governed by the instructions of F. A. Howard, Esq., special agent for the United States. Property of the parties concerned, sufficient to satisfy the whole claim, has been levied upon. Samuel Milroy and John Wilson, two of Canby's sureties, have, as trustees of said Canby, made a transfer of his property to the United States; in consequence of which the United States agent was instructed on the 9th November, 1833, to give the necessary instructions to the different marshals to suspend the process against the body of Canby, and to grant one and two years' credit to the purchasers of his property.
Lazarus Noble.....	Indianapolis.....	31 93	.....	Suit ordered October 7, 1826, against the principal and his sureties for $3,938.11. Balance reduced by subsequent settlements up to December 21, 1829, to $31.93. On the second of January, 1832, the district attorney of Indiana made a deposit of $27 in the branch bank of Louisville, Kentucky, to the credit of the Treasurer of the United States on account of Mr. Noble, and states in his letter, dated February 6, 1833, that the balance of this claim has been allowed in a settlement at the Treasury.
Wm. L. D. Ewing.....	Vandalia.....	13,520 41	.....	Suit ordered December 17, 1830, against the principal and his sureties for $17,542.61. Balance reduced by subsequent settlements up to February, 1832,

List of balances—Continued.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
				to $13,520.41. Judgment, December term, 1832, against Wm. Lee D. Ewing, the principal, and E. C. Berry, surety, for $15,142.85, with interest from the 5th of December, 1832, till paid. Execution issued. Instructed the district attorney, March 18, 1834, to suspend further proceedings on the judgment rendered in this case so long as Wm. Lee D. Ewing, the principal, shall continue the payment of $2,000 a year, until the whole amount of the judgment is satisfied, upon his filing in the attorney's office the written assent of all his sureties, and paying all costs, &c.
Benjamin Stephenson	Edwardsville	$6,460 41	.....	Suit ordered in this case August 28, 1824, for $255,354.07. Balance reduced, in March, 1831, to $6,460.41. Nonsuit, June term, 1830, as to sureties, upon the plea of non est factum, &c. Judgment, December term, 1831, against Lucy Stephenson, administratrix of Benjamin Stephenson, deceased, for $2,725.27, the amount of assets in her hands. Defendant moved for a new trial, and filed her reasons therefor; execution stayed, and the motion continued by the court. At December term, 1832, the motion for a new trial by administratrix was withdrawn. Execution for amount of assets, $2,725.27, in the hands of the marshal.
Emanuel J. West	Edwardsville	142 34	.....	Suit ordered August 20, 1833, against the principal and his sureties for $142.34. West, the principal, died insolvent; no representative. The suit against the sureties will be tried at May term, 1834.
Samuel Hammond	St. Louis.....	21,574 44	.....	Suit ordered July 21, 1823, for $21,574.44. Judgment, September term, 1824, for $26,680.35. Hammond discharged from imprisonment by the President of the United States. No sureties taken in this case. Debt desperate.
George F. Strother	St. Louis.....	21,237 92	.....	Suit ordered April 13, 1826, for $32,830.55. Balance reduced by a subsequent settlement, in December, 1826, to $20,631.86. Judgment against the principal, at September term, 1828, for $26,112.12. The suit against the administrator of John Rice Jones, surety of Strother, is still pending. Balance increased in February, 1832, to $21,237.92. This last-mentioned balance is entitled to credit for $9,066.66 deposited since last settlement to the credit of the Treasurer of the United States.
Tunstal Quarles.....	Jackson (Missouri) ..	1,060 95	.....	Distress warrant issued in this case, August 20, 1833, against the principal and George F. Strother, his only surety, for the recovery of $1,060.95. No report yet received from the marshal.
William D. McRay	Lexington	9,877 23	.....	Suit ordered in this case 2d December, 1825, for $23,089.57. Judgment obtained, September term, 1827, for $26,067.11. Balance reduced in January, 1828, to $9,877.23. Made, on sale of defendant's property, $13; which sum has been applied to the payment of costs. No sureties taken in this case.
William Gerrard.....	Opelousas	27,230 57	.....	Suit ordered 2d December, 1825, against the principal and his sureties, for

List of balances—Continued.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
				$27,230.57. Cause discontinued and dismissed at August term, 1830, by order of the presiding judge, it appearing to the court that the process was irregular, &c. The district attorney was written to 3d November, 1830, to renew the suit; which has been done. In the district attorney's report for September, 1833, he states that no term of court had been held in his district since August term, 1830.
Luke Lecassier.....	Opelousas	$6,893 95	.....	Suit ordered 13th September, 1825, against the principal and his sureties, for $12,893.95. A payment of $6,000 was made by the district attorney on the 29th April, 1828, to the credit of the Treasurer of the United States, which reduced the balance to the sum of $6,893.95. For this last-mentioned balance the suit is still pending. Debt considered good. No court held in the western district of Louisiana since August term, 1830.
David L. Todd.....	Opelousas	1,121 98	.....	Suit ordered 27th July, 1830, against the principal and sureties, for $15,095.52. Todd, the principal, dead. His estate good and his sureties solvent. Balance reduced by subsequent settlement, up to February, 1833, to $1,121.98; for this last-mentioned sum suit is still pending.
James J. McLanahan ...	New Orleans	593 99	.....	Suit ordered 27th July, 1830, against principal and sureties for $605.92. Balance reduced in September, 1830, to $593.99. McLanahan, the principal, died insolvent. Verdict at May term, 1831, for Wilhemas Bogart, surety. The court overruled a motion for a new trial.
Nathaniel Cox.....	New Orleans	4,163 56	.....	A distress warrant was issued in this case, August 20, 1833, against the principal and John Fowles his only surety, for the recovery of $4,163.56. Injunction granted by Judge Harper in September, 1833, and the case is now pending in the United States district court for the eastern district of Louisiana
William Barnett.....	Augusta	107 85	.....	Suit ordered August 18, 1830, against the principal and sureties, for $107.85. Writ returned by marshal "not found." At January term, 1833, the suit was dismissed, parties all non est inventus.
Alfred W. McDaniel	Washington	9,590 46	.....	A distress warrant was issued in this case August 20, 1833, against the principal and his sureties, in the district of Mississippi, for the recovery of $9,590.46. No report yet received from marshal. On the 2d January, 1834, another warrant against the principal only was transmitted to the United States marshal at New Orleans. In the marshal's reply, dated 31st January, 1834, he states that he has arrested McDaniel under the authority of the warrant, and that he (McDaniel) represents himself to be in poverty, &c.
James Duncan.....	Washington	55 72	.....	Suit ordered January 10, 1834, against the principal and sureties. No return yet received from the district attorney.

List of balances—Continued.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
James C. Dickson	Mount Salus, (Choct'w)	$10,548 61	.....	Suit ordered March 31, 1832, against the principal and sureties, for $10,858.86. Balance reduced in May, 1833, to $10,548.61. Suit still pending.
John Herbert	Sparta, (Alabama) ...	6,124 93	.....	Suit ordered April 10, 1827, for $6,124.93. Judgment, December term, 1827, for $6,369.93. Balance reduced by subsequent settlement up to June, 1830, to $4,266.68. Since then the sum of $950 has been deposited to the credit of the Treasurer of the United States. Indulgence granted for the payment of the residue until October, 1834. Debt considered perfectly good.
Samuel Smith.....	St. Stephen's	33,590 92	.....	Suit ordered in this case November 10, 1817, for $74,188.11. Balance reduced by subsequent settlements to $33,590.92. Judgment against the representatives of Smith at April term, 1820, for the amount then certified to be due to the United States. Execution issued; no property found; died totally insolvent. The sureties have heretofore been returned "non est inventus." Their place of residence has recently been ascertained, and, on the 21st of January last, suits were directed to be instituted against them.
George Conway.....	St. Stephen's	5,613 00	.....	The principal in this case died insolvent. Judgment was obtained at December term, 1830, against Reuben Chamberlain, administrator of Conway, for $7,162.30, with interest from the 22d December, 1830, till paid. Execution issued, and $1,357.93 recovered by marshal, and deposited by him, March 1, 1831, to the credit of the Treasurer of the United States. No property found by marshal to make the balance of judgment. Judgments have also been rendered against the sureties in this case; executions issued, and returned by marshal "no effects." Balance reduced in June, 1833, to $5,613.
John Taylor.....	Cahaba	11,115 20	.....	Suit ordered 2d December, 1825, for $17,463.24. Balance reduced by subsequent settlements up to July, 1833, to $11,115.20. Proceedings suspended from time to time at the request of Hon. Wm. Smith, administrator and surety of Taylor. The district attorney states that this debt will be collected. The suit against administrator and sureties, still pending.
William Taylor	Cahaba	24,449 85	.....	Suit ordered July 8, 1829, for $40,570.75. William Taylor, the principal, insolvent. All his property, real and personal, was sold under a deed of trust for the benefit of the United States on the 23d of March, 1830, on a credit of one and two years, with interest from the day of sale. Proceeds of sale $13,717.58. The district attorney has collected and deposited at sundry times on account of the sales, up to 20th July, 1833, the sum of $14,869.74, including interest. Balance reduced in July, 1833, to $24,449.85. A suit was ordered on the 10th September, 1829, against D. B. Mitchell, the only surety of Taylor, and a resident of the district of Georgia, for the penalty of bond, $40,000. This suit is still pending.
Horatio G. Perry.....	Cahaba	6,074 81	.....	Suit ordered July 8, 1829, against principal and sureties for $6,074.81. Judg-

List of balances—Continued.

Receivers.	Districts.	Balances due on Sept. 30, 1833.	Remarks from Comptroller's office.	Remarks from office of the Solicitor of the Treasury.
				ment May 13, 1833, for $5,218.27. Execution issued. "No property to satisfy this fi. fa." Marshal's return November, 1833.
David McCord	Cahaba	$8,354 12	... .	Suit ordered July 8, 1829, for $8,354.12. McCord dead. The suit against his representatives still pending in consequence of their having petitioned Congress for relief.
Andrew T. Perry.....	Sparta, (Alabama) ...	29,755 57	....	Suit ordered April 28, 1828, against the principal and his sureties, in the southern district of the State of Alabama, for the recovery of $29,755.57. The attorney of Alabama advised by letter, dated December 4, 1828, that Perry, the principal, had absconded with his property to the State of Mississippi. Judgment rendered against the principal in the district of Mississippi at April term, 1829, for $32,507.95, and instructions given to marshal to levy on negroes, &c., in the possession of one James Bush, a brother-in-law of Perry, the principal. The marshal declined levying on the negroes in the possession of Bush, and supposed to belong to Perry, without the assurance of indemnity, &c. This assurance the late agent of the Treasury did not feel authorized to give. He, therefore, in order to adopt some course to ascertain the right to the property in question, recommended to the district attorney by letter, dated August 12, 1829, to file a bill in chancery, &c. The marshal, in his return for October, 1829, advises that he has levied upon personal property in the hands of Bush, and also a tract of land, &c. The district attorney advises by letter, dated January 10, 1830, that he has filed a bill in chancery; that a levy was made on the judgment against Perry on property in the possession of Bush, and that a bond was given for the trial of the right of property; and that he has little doubt but that it can be proven that the property in Bush's possession was purchased with money received by Perry for the United States, &c. The district attorney, in his return of the district court for January term, 1831, advises that the bond for the trial of the right of property was quashed, and execution issued against Andrew T. Perry, returnable to June term, 1831. Same proceedings in the case of James Bush. Execution for $32,507.95 in the hands of John Campbell, marshal of Mississippi, per his receipt, dated February 1, 1831. No report yet received from the marshal.

23d Congress.] No. 1239. [1st Session.

ON CLAIM TO LAND IN OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 30, 1834.

Mr. Cave Johnson, from the Committee of Private Land Claims, to whom was referred the petition of James Brewer, reported:

That the petitioner alleges, that on the 30th of January, 1832, that he applied to the register of the Land Office at Zanesville, for the purchase of the southwest quarter of section No. 14, township 8, range 3. That he was a stranger to the register, and the mode of transacting the business, and followed the directions of the register, and paid two hundred dollars in cash, the price of the land, and received the duplicate receipt of the receiver. Some months afterwards, he learned that the validity of his purchase was questioned, because the payment was made in land scrip, and declared void on that account by the Commissioner of the General Land Office; and that the same quarter section has been since sold to John Beninger. He says he was interrogated by the register at the time of his purchase, *and another person, who he supposed*, to be a *public officer* or *clerk*, whether the land was occupied, and that he informed him that Beninger lived on the land, and says there *was then* no law in existence giving a right of pre-emption to occupants. He avers *he paid the register* in cash as directed by him. That he never owned any *land scrip*, and heard nothing of land scrip when the entry was made; and concludes that the scrip was substituted by the register, or with his knowledge, or by his connivance with the *supposed* clerk, whose name he has since learned is Charles C. Gilbert, a speculator in scrip. He also alleges that there is a "*pretended* affidavit" in the register's office, in which he is represented to have sworn there was no resident on the land. He alleges that he never read it or heard of it at the time, and that it must have been manufactured by Gilbert. He says he signed several papers without reading them, supposing them to be the common papers signed when purchases are made. He alleges he applied for redress at the General Land Office, and could neither get his land or money.

The deposition of Michael Felter is taken, who *knew the register*, Thomas Flood, and that Flood was present during the whole of the transaction between Brewer and Gilbert, who he also supposed a clerk; and that Brewer paid one hundred and ninety dollars in silver, and two five-dollar notes, which were received in payment of the land; and that papers were signed without being read, which he supposed the common papers at the time of sale, but that no affidavit was made, and details the conversation particularly as to the settlers, and substantially as stated by the petitioner. The deposition of James Brewer accompanies the petition, swearing to the facts contained. A copy of the affidavit is also produced, by which the said Brewer purports to have sworn that no person resided on the land before "C. C. Gilbert, president of Zanesville." A receipt is also produced for the money, signed "B. Vanhorn, receiver."

Upon this statement of facts before the committee, they called upon the Commissioner of the General Land Office, to ascertain what had been done in relation thereto at the Land Office, and it seems the affidavits had been submitted to the Commissioner of the General Land Office, and an examination made by him into the conduct of the register at Zanesville, which satisfied him that no improper conduct was imputable to the register, Thomas Flood. The committee have also examined the statements of Flood and Gilbert, and the receiver, and come to the conclusion that no improper conduct can or ought to be imputed to Thomas Flood, the register. They think it probable that a coloring has been given to the transaction in the affidavits submitted to them, of which it is not properly susceptible, and that no steps ought to be taken against the register in consequence of said statements.

The committee is also of opinion, that the petitioner has no claim against the United States, either for the land purchased by him or the money. That Beninger, the occupant, was entitled to the right of pre-emption under the act of Congress of the 29th May, 1830, and that the question was properly settled at the Land Office; but that he is entitled to the scrip paid by him for the land. That if he has been injured, it has been the result of this contract with Gilbert, with which the government should in no way be connected.

23d Congress.] No 1240. [1st Session.

ON CLAIM TO LAND IN MISSOURI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES APRIL 30, 1834.

Mr. Cave Johnson, from the Committee of Private Land Claims, to whom was referred the petition of Adam C. Wood, reported:

The petitioner alleges, that on the 26th of July, 1827, at the sale of land at Franklin, Missouri, he purchased and paid for two eighty-acre tracts of land, particularly described in the petition, at one dollar and twenty-seven cents per acre; and also alleges, that the officers of the government refuse him a patent. Upon inquiry at the Land Office, it appears that the two tracts of land were sold on the 25th of July to Joseph Dulaney, for upwards of four dollars per acre, but the land not being paid for by Dulaney, on the next day the tract of land was offered again for sale, in consequence of the failure of Dulaney to pay, and was upon the second sale sold to Delany for one dollar and twenty-seven cents, who is a near neighbor, and as the register supposes, a relative of Dulaney. The register also informs the department, that a bargain had been made, and three hundred dollars given to prevent bidding at the sale of the land against Woods, and names the individuals who can prove the contract and the payment of the money.

Under these circumstances, a patent has been refused to Woods, unless he pays the amount for which the land sold at the first place; and notice has also been given him, that the money paid by him would be refunded upon proper application.

Under these circumstances, the committee is of opinion, that the decision made by the officers of the government, refusing to issue a patent, was correct; and that no patent ever should issue to the claimant until there is a payment to the government the amount of the sale on the 25th of July, or until an investigation be had into the conduct of the parties concerned in the purchase, and clear and satisfactory proof of the proper conduct of those individuals.

23D CONGRESS.] No. 1241. [1ST SESSION.

ON THE MESSAGE OF THE PRESIDENT, RETURNING WITH HIS OBJECTIONS THE BILL FOR THE DISTRIBUTION OF THE PROCEEDS OF THE SALES OF THE PUBLIC LANDS.

COMMUNICATED TO THE SENATE MAY 2, 1834.

Mr. CLAY, from the Committee on the Public Lands, to whom was referred the message of the President of the 4th December, 1833, returning, with his objections, the bill which had originated in the Senate, and had passed both Houses of Congress at the preceding session, entitled "An act to appropriate, for a limited time, the proceeds of the sales of the public lands of the United States, and for granting land to certain States;" and to whom was also referred a new bill, with the same title, introduced into the Senate at the present session of Congress, reported:

That the committee has examined and considered the message of the President with all the respect and attention due to a co-ordinate branch of the government; and being, after mature and deliberate consideration, unable to coincide with the President in all his reasoning and conclusions, the committee requests the indulgence of the Senate in submitting the views and opinions which it entertains on the several matters presented or discussed by the President.

The committee, in the first place, must express its regret that a bill which had been passed by the last Congress should have been retained by the President until the commencement of the present. By the Constitution, the President is invested with power to negative any bill which shall have passed both Houses of Congress; but this power, which was conferred not so much for legislative purposes as to enable the Executive branch of government to protect itself against encroachments which might possibly be attempted upon its lawful authority, is limited and qualified by the express provisions of the Constitution. According to these, when the President does negative a bill, he is required to return it, and, if it again pass each House by a majority of two-thirds, it becomes a law, notwithstanding the President's negative. By retaining this bill, and not returning it to the Congress which passed it, the qualified veto of the President was converted, in effect, into an absolute veto. Congress has lost all power over the bill; the last Congress having ceased to exist cannot act upon it; and the present Congress cannot act upon it, because it did not pass it. By thus retaining a bill, its passage into a law may be defeated by the President, although, if he were to return it to the Congress which passed it, with his objections, it might be again passed by a constitutional majority of two-thirds; and such the committee believes would have been the case if the bill in question had been returned by the President to the last Congress.

The framers of the Constitution, anticipating the possible attempts of a chief magistrate to defeat the passage of bills which had passed both Houses of Congress, by retaining them an indefinite length of time, prescribed a period within which they should be returned by him, or become laws, without his approbation. "If any bill" (says the Constitution) "shall not be returned by the President within ten days (Sundays excepted) after it shall have been presented to him, the same shall be a law in like manner as if he had signed it, unless the Congress, by their adjournment, prevent its return, in which case it shall not be a law." If it should be argued that the bill in question, having been presented to the President on the second of March, 1833, and the session closing on the third, Congress had, by its adjournment, prevented its return within the period limited by the Constitution, two answers present themselves: 1st. It was not an adjournment, but a dissolution of Congress. The termination of the alternate, or, as it is usually called, the short session of Congress, is fixed in the Constitution. It is the end of the Congress; it is on that day dissolved. The day never comes by surprise or unexpectedly, but is known at the commencement of the session, and throughout the whole progress of it. It cannot therefore be said, in the language of the Constitution, that *Congress*, by their *adjournment*, prevented the return of this bill. That provision of the Constitution must be understood to refer to cases of adjournment depending upon the will of Congress, and to have been designed to guard the President against the effects of a sudden and unforeseen adjournment ordered by Congress itself. A consideration giving additional strength to this ground is derived from the fact of a change of the presidential incumbent. This bill was presented to the President the day before the expiration of his official term; and, constitutionally, he had no right to communicate this message to the Senate. Suppose he had been succeeded by another, who would have had the right to the possession of the bill? Not the old President, because he was out of office; not the new, because he was not in office when the bill passed; and neither of them, therefore, could have returned it to the Senate, with or without an accompanying message. On the third of March, 1817, the day of Mr. Madison's final retirement from the office of President, the bill setting apart the bonus of the Bank of the United States for internal improvements was presented to him. Although it was a highly important bill, involving a grave and much controverted constitutional question, short as the time was for a due consideration of it, he examined and returned it with his objections, probably, among other reasons, because he knew that his successor could not act upon it.

2d. This bill had passed at a previous session of the Senate (1832–3) in the shape in which, with one modification, it was presented to the President. Copies of the bill, prior to its passage, at both

sessions, had been laid before the President. He had treated the subject, and demonstrated his possession of a knowledge of the bill in his message at the opening of the session in December, 1832. When, therefore, the bill was presented to him for his approbation, on the 2d of March, 1833, he must have been familiar with it.

The committee, therefore, thinks that, under all the circumstances of the case, the bill ought to have been returned to the last Congress. By withholding it, the President deprived that Congress of its constitutional right to reconsider the bill, and determine whether it ought not to pass, after giving due weight to his objections.

Passing from this view of the subject, which the committee thought it proper to present in respect to the constitutional rights of the legislative and executive branches of the government, it will now proceed to consider more particularly the specific objections to the bill contained in the President's message.

The President "is fully sensible of the importance, as it respects both the harmony and union of the States, of making, as soon as circumstances will allow of it, a proper and final disposition of the whole subject of the public lands." This bill, however, he thinks does not effect that object; it contemplates an arrangement which is not permanent, but limited to five years only; allows of alterations within that time by Congress; and furnishes no adequate security against the continual agitation of the subject.

It is difficult to conceive of any plan, other than that of a total abandonment and surrender of the whole public domain, which would preclude occasional legislation by Congress in respect to it. Such a relinquishment the President indeed ultimately proposes; but the committee believes that neither the interests of the Union would be promoted by, nor are the opinions of the people prepared for, a surrender, immediate or remote, of the vast public domain of the United States, because of any inconvenience, real or imaginary, resulting from the occasional legislation of Congress. The President objects to the temporary character of the act; and yet, towards the close of his message, when he appeals to the people of the new States, and holds out the prospect of a reduction of the price, he says: "It is true the bill reserves to Congress the power to reduce the prices, but the effect of its details, as now arranged, would probably be *forever* to prevent its exercise." The committee is at a loss to comprehend how Congress should be *forever* restrained from reducing the price of the public lands by a temporary bill, the too brief period of whose existence, in the opinion of the President, constitutes a serious objection to its passage. Especially since, within the short period of five years to which it is limited, there is an express reservation of the right of Congress at any time to reduce the price.

The bill proposes, upon just and equitable principles, to divide among the several States the proceeds of a property common to them all, for a period of five years. If its practical operation shall be found to realize the expectations which it holds out, it will be competent to Congress to continue it, from time to time, with or without modifications. And it is only upon the presumption of its reconciling itself, by experience, to the public sense of justice and expediency, that the President, in the quotation made from his message as to one of its features, can anticipate its permanent operation.

The President next proceeds to trace, historically, the right of the United States to the public domain. This had been several times previously done by committees of the Senate, and particularly by a committee which reported the bill on the 16th day of April, 1832, that first passed the Senate for dividing among the several States the proceeds of the public lands. That report of the committee comprised a full exposition of the right of the United States to the public domain, whether situated within the limits of the original thirteen States, or acquired by the treaties of Louisiana and Florida; and also of the principles on which it was proposed to divide the proceeds of the sales of the public lands among the States. And as your committee concurs in the leading facts and principles in that report, it begs leave to refer to it, to annex, and to make it a part of this report, to be published with it.

The Senate will bear in mind that much the most extensive portion of the public domain was acquired by treaty. Over the disposition of the right of soil thus obtained, there is no control or limitation upon the powers of Congress contained in the treaties themselves; and Congress is entirely untrammeled by them as to any disposition of it which may be deemed expedient. But the argument contained in the message almost wholly excludes that larger part of the public domain, and is restricted to the consideration of the powers of Congress in respect to that portion of it which is contained within the ancient limits of the United States.

After having deduced the title of the United States to that part of the public lands which seems principally to have engaged the President's attention, from the deeds of session and other public acts and documents, the message comes to three conclusions:

"1. That one of the fundamental principles on which the confederation of the United States was originally based, was, that the waste land of the west within their limits should be the common property of the United States.

"2. That those lands were ceded to the United States by the States which claimed them, and the cessions were accepted, on the express condition that they should be disposed of for the common benefit of the States, according to their respective proportions in the general charge and expenditure, and for no other purpose whatsoever.

"3. That, in execution of these solemn compacts, the Congress of the United States did, under the confederation, proceed to sell these lands, and put the avails into the common treasury; and, under the new Constitution, did repeatedly pledge them for the payment of the public debt of the United States, by which pledge each State was expected to profit in proportion to the general charge to be made upon it for that object.

"These are the first principles of this whole subject, which, I think, cannot be contested by any one who examines the proceedings of the revolutionary Congress, the cessions of the several States, and the acts of Congress under the new Constitution. Keeping them deeply impressed upon the mind, let us proceed to examine how far the objects of the sessions have been completed, and see whether those compacts are not still obligatory upon the United States.

"The debt for which those lands were pledged by Congress may be considered as paid, and they are consequently released from that lien."

It is perfectly true that the waste land of the west was an object of great interest and solicitude with several of the States, and especially the State of Maryland, during the revolutionary struggle; that they contended that what might be won by common sufferings, sacrifices, and exertions, ought to be common property; and that the States within whose limits those waste lands were situated, yielding to the voice of reason and justice, and actuated by a noble spirit of union and harmony, finally made the various

cessions which have been referred to by the message. These cessions constituted the United States a trustee for the whole of them in the management and disposal of the common property. It ought to be regarded as a sacred and inviolable trust; and all the considerations growing out of these lands, which threatened to distract the councils, and to paralyze the efforts of the original States, even in the midst of the war of independence, ought still to be allowed to have their full force in dissuading Congress from making any alienation of this common property which will not do justice to every member of the Union.

The committee, therefore, concurs entirely with the message in the position that these lands were ceded, and that the cessions were accepted, on the condition that they should be disposed of for the common benefit of the States, according to their respective proportions in the general charge and expenditure, and for no other purpose whatever. It also agrees with the message that, both under the articles of the confederation and under the present Constitution, the avails of the proceeds of the sales of the public lands have generally gone into the public treasury: that they have been pledged to the payment of the public debt; and that the public debt may be considered as now paid, and the lands consequently liberated from the lien.

But the committee cannot agree with the message that the power of Congress over all the public lands remains under the present Constitution exactly the same as it was under the articles of confederation. As to those which have been acquired by treaties with foreign powers, the authority of Congress to dispose of them is unaffected by the articles of confederation, or the deeds of cession, and depends upon the third section of the fourth article of the Constitution. And as to the residue, the States that executed the deeds of cession being also parties to the Constitution, and having adopted it as separate and distinct communities, were competent to extend the powers of Congress, the common trustee for all the States, over the trust property they had previously conveyed, if they thought proper.

By the articles of confederation, contributions were made by the several States of specific sums, apportioned among them to the purposes of the general government. And the clause, in several of the deeds of cession, which provides that the ceded lands shall be for the use and benefit of the States composing the Union, *according to their usual respective proportions in the general charge and expenditure*, clearly refers to those contributions which furnished a distinct and intelligible rule by which the proportion of each State in the general charge and expenditure could be ascertained. By the new government, contributions were no longer to be made by the States; but the treasury was to be supplied by taxes, direct and indirect, levied upon the mass of the community. The taxes which have been accordingly levied, have been chiefly upon consumption; so that it is impracticable to ascertain what amount is now in fact contributed by the people of each State towards the expenditure of the general government. And as the amount of contribution cannot be ascertained, it is impossible to say whether each of the States composing the Union does derive benefit from the public lands in proportion to its charge in the general expenditure. And it is far from being certain that, in the actual appropriation which has been made of the proceeds of the public lands, there has not been a constant departure from the rule prescribed in the deeds of cession.

There may be ground for difference of opinion whether the change of government in the particular which has been noticed, induced the framers of the Constitution to enlarge the power of Congress, and whether they have, in fact, enlarged it over the public lands which had been previously ceded by some of the States. But, as to all other territory and property of the United States, Congress possesses ample power to regulate and dispose of it. It is expressly provided by article IV., section 3d: "The Congress shall have power to dispose of, and make all needful rules and regulations respecting the territory and other property of the United States, and nothing in this Constitution shall be so construed as to prejudice any claims of the United States, or of any particular State.

This power to *dispose of* all the public domain, except that ceded by the States is full and complete, and depends upon the sound discretion of Congress. The practice of the government demonstrates, indeed, the common belief, that the power of Congress to dispose of the public land, whether ceded by States or acquired from foreign nations, is unrestricted. Grants have been accordingly made of portions of it for almost every conceivable purpose. More than eight millions and a half of acres have been granted for education; upwards of two millions for internal improvements in particular States; several for military bounties; and large quantities have been bestowed, in gratuity, for seats of government, on private charities in particular States, and private individuals. The right of pre-emption has been also conferred and continued to large classes of individuals.

The President himself was supposed to entertain the opinion that there was no restriction on the power of Congress over any part of the public domain. In his message of December 4, 1832, at the opening of the session of Congress, speaking of the public land, he says: "It is in the discretion of Congress to dispose of them in such way as best to conduce to the quiet, harmony, and general interest of the American people."

After this clear admission of the unqualified power of Congress over the subject, the committee has seen with surprise the assertion in the message that the bill begins with an entire subversion of every one of the compacts by which the United States became possessed of their western domain. The first section of the bill allows to the seven new States twelve and a half per cent out of the net amount of the sales of the public lands made within their respective limits prior to any distribution among the twenty-four States. The message treats this allowance to the new States as a deduction of one-eighth from the whole amount of the proceeds of the public lands in all parts of the United States; but the allowance is expressly confined to sales within the new States, to the exclusion of sales made in the several territories, that is, Ohio, and each of the other seven States, is, by the provision of the first section, to receive twelve and a half per cent upon the net amount arising from sales within their respective limits.

This extra allowance is deemed by the President to be contrary to the terms of the deed of cession. In what respect he does not allege, but it is presumed that he refers to the stipulation contained in those deeds for a perfect equality among the several States. As each State was to be entitled to equal benefit in the lands ceded, subject only to the condition that it should be according to its usual proportion in the general charge and expenditure, the message considers that rule to be violated by assigning to the new States twelve and a half per cent, prior to the general distribution. The President is supposed to insist upon absolute equality among the old and the new States; and that no one of them should obtain more than a fair and just proportion of a common property.

But how are these principles to be reconciled with the plan brought forward by the President in his message of the 4th of December, 1832, and again presented in his message under consideration?

According to that plan, he recommends that the public lands be no longer regarded as a sort of revenue; that the price be reduced so low as merely to reimburse the expense of the survey and the sale of them; and that, at no very distant day, the whole of the unsold lands should be relinquished to the new States, and all the machinery and control of the general government forever withdrawn from the new States.

If Congress may grant the whole of the public lands to the new States, it may certainly grant one-eighth part of them, or one-eighth part of their proceeds, unless the logical rule be false that the major includes the minor. If it be consistent with the terms of the deeds of cession, so emphatically dwelt on by the President, to surrender forever the public lands to the new States within which they are respectively situated, it can hardly be deemed repugnant to the same deeds to assign them, for a short period, one-eighth part of the net proceeds of the lands situated within their limits.

The message seems to consider the extra allowance to the new States as involving a new principle, unsanctioned by the practice of the government, and as a gratuity which cannot be granted without manifest departure from the principles of equity which should regulate the disposal of the public lands or their proceeds among all the States. But with great deference the committee is unable to agree with the message in either respect.

1. As to the practice of the government. It has been already stated that Congress has granted to the new States, for purposes of education, upwards of eight millions of acres of the public lands, being a quantity which exceeds, by more than a fourth, all the public lands ever sold by the federal government. It has also granted to several States lands for seats of government; and to some of the new States upwards of two millions and a quarter of acres for internal improvements. And by the compact with each of the new States, five per cent of the net proceeds of the sales of the public lands, within their several limits, is reserved to every one of them for purposes of internal improvement. If these various grants, displaying both the liberality and the justice of Congress towards the young members of the national family who have established themselves in the wilderness, do not violate the deeds of cession, or transcend the duties of Congress, how can it be justly contended that the extra allowance in question is forbidden?

2. But this extra allowance is not a gratuity. The apportionment of the proceeds among the several States is on the basis of the state of the population as ascertained by the census of 1830; and the bill proposes to observe that rule in the distribution during the whole period of five years to which its operation is limited. But as the increase of population in the new States is in a ratio much greater than in the old, it is evident that a strict compliance with that rule would operate unjustly upon the new States, especially in the latter years of the term. The increase of population in Illinois, for example, is at the rate of eighteen and a half per cent per annum. Near five years having elapsed since the census was taken, the population of that State is now about 92½ per cent., that is, almost double what it then was. The population of the State of Delaware, on the contrary, has increased only about three per cent during the same five years; the ratio of its increase from 1820 to 1830 having been, for the whole ten years, only six per cent. The State of Illinois, therefore, would receive only about one-half of what it is justly entitled to if it were restricted to the state of its population in 1829.

Again; the extra allowance to the new States is to be expended on education and internal improvements. The United States being a great land proprietor in each of the new States, is bound, upon principles of equity and fairness, to contribute towards the improvement of the moral and physical condition of the new States, which will necessarily tend to enhance the value of the property of the United States. And, in making the extra allowance, the bill proceeds in perfect conformity with the principles by which the general government has hitherto invariably acted in granting to each of the new States lands for schools, and five per cent of the net proceeds of sales within their respective limits for objects of internal improvement.

The committee therefore must confidently, but respectfully, dissent from the assertion in the message that, in making this extra allowance, the bill begins with an entire subversion of every one of the compacts by which the United States became possessed of their western domain.

The bill is charged by the message with a violation of the deeds of cession, in adopting, as the rule of distribution, the federal representative population, instead of the respective and usual proportions of the several States in the general charge and expenditure. The rule which the bill adopts is plain, practicable, and intelligible. It admits of easy ascertainment and easy application. Taxation and representation go hand in hand; and, in assuming a rule deduced from representation, there is no reason to believe that it will operate unequally in respect to the taxation to which the people of the United States are liable.

A division among the States according to their respective and usual proportions in the general charge and expenditure is wholly impracticable, because it is not possible to ascertain under the present Constitution, and under the established modes of collecting a public revenue, what amount of the general charge and expenditure is contributed by any State. That clause in the deeds of cession, as before remarked, was inserted in reference to the articles of confederation, by which the contribution of each State was fixed and known. Revenue is now collected, not from States in their sovereign character, but from the mass of the community, according to their consumption. Consequently, it is altogether impracticable to ascertain how much of that revenue is paid by the citizens of any one State. It may be argued that since it is impracticable, it is most proper that the proceeds of the public lands should go into the common treasury, and be thence disbursed in the common expenditure. But it is far from being certain that the principle of equality stipulated in the cessions, is not violated to a greater extent by such an appropriation than it possibly can be by a division according to representative population. How is it known that each State, when the proceeds of the lands pass into the general treasury, is, in their subsequent disbursements, benefited according to the exact measure of its due proportion in the general charge and expenditure?

In considering the power of Congress over the public lands acquired by deeds of cession from several of the States, the committee thinks it useful to examine, first, the terms of the deeds themselves; and, secondly, the provision in the Constitution.

1. As the cession from Virginia was by far the most important, and as the terms of the deed made by that State to the United States, do not materially vary from those contained in the deeds of other States, the committee will inquire whether there is anything in those terms which can be fairly interpreted to prohibit the passage of the bill. The only clause deemed essential in the inquiry is the fol-

lowing condition contained in the deed, to wit: "That all the lands within the territory so ceded to the United States, and not reserved for, or appropriated to, any of the before-mentioned purposes, or disposed of in bounties to the officers and soldiers of the American army, shall be considered as a common fund for the use and benefit of such of the United States as have become, or shall become, members of the confederation, or federal alliance of the said States, Virginia inclusive, according to their usual respective proportions in the general charge and expenditure, and shall be faithfully and bona fide disposed of for that purpose, and for no other use or purpose whatsoever."

This deed created a trust in the United States which they are not at liberty to violate. But the deed does not require that the fund should be disbursed in the payment of the expenses of the general government. It makes no such provision in express terms, nor is such a duty on the part of the trustee fairly deducible from the language of the deed. On the contrary, the language of the deed seems to contemplate a separate use and enjoyment of the fund by the States individually, rather than a preservation of it for common expenditure. The fund itself is to be a common fund for the use and benefit of *such* of the United States as have become, or shall become members of the confederation or federal alliance, Virginia inclusive. The grant is not for the benefit of the confederation, but for that of the several States which compose the confederation. The fund is to be under the management of the confederation collectively, and is so far a common fund; but it is to be managed for the use and benefit of the States individually, and is so far a separate fund under a joint management. Whilst there was a heavy debt existing, created by the war of the revolution, and by a subsequent war, there was a fitness in applying the proceeds of a common fund to the discharge of a common debt, which reconciled all; but that debt being now discharged, and the general government no longer standing in need of the fund, there is evident propriety in a division of it among those for whose use and benefit it was originally designed, and whose wants require it. And the committee cannot conceive how this appropriation of it, upon principles of equality and justice among the several States, can be regarded as contrary to either the letter or spirit of the deed.

A fund may be common to various copartners in the collection, control, and government of it, and yet the use and actual enjoyment may be separate and individual. Entertaining this view, the committee thinks it would be a departure from the obligations of the trust to cede, as the message proposes, the whole trust property to particular States, to the exclusion of others. The committee, on the contrary, thinks it the duty of Congress to retain the control of the fund, and to administer it for the use and benefit of the several States composing the Union.

2. But if any doubt existed as to the right of Congress, under the deeds of cession, to divide the proceeds of the common property among the several States, it must vanish when we consider the provisions of the Constitution. The parties to the Constitution were the same as the parties to the deeds. And the adoption of the Constitution was as much the separate act of each State as was the execution of the several deeds of cession. The Constitution, too, followed the execution of the deed by Virginia, and that of every other State but one; and if there be any incompatibility between them, the Constitution, being, in point of time, the last act, must control the operation of the previous deeds.

The language of the Constitution is explicit: "The Congress shall have power to *dispose of*, and make all needful rules and regulations respecting the territory or other property belonging to the United States; and nothing in this Constitution shall be so construed as to prejudice any claim of the United States, or of any particular State." The power to dispose of the territory and other property of the United States is confided to the sound discretion of Congress without restriction. To guard against the effect of the change of government from a loose confederacy to an intimate Union, it is declared, in the latter part of the cited clause, that nothing in the Constitution shall be so construed as to prejudice any claims of the United States. And, as the States which ceded the western lands had ceded them with certain reservations, and they or other States might have claims of a territorial, jurisdictional, or pecuniary nature, under the confederacy, which it was apprehended, without an express reservation, might be affected by the change of government, it was further declared that nothing in the Constitution should be so construed as to prejudice any claims of any particular State.

Whether, therefore, the authority of Congress is traced to the deeds of cession or to the Constitution, the committee deems it fully competent to the passage of the bill.

The bill is equally unfortunate in being obnoxious to the objections of the message whether it omits or imposes any restrictions upon the power of the State legislatures as to the subsequent appropriation of the fund which it proposes to distribute. The extra allowance to the new States is required to be expended on objects of education and internal improvement. As has been already shown, this restriction is in conformity with a principle coeval with the land system, and which has been steadily adhered to throughout the whole period of its existence, by which the sixteenth section of every township is expressly set apart for education; and in conformity with every compact entered into between the United States and each of the new States, by which five per cent upon the net proceeds of the lands in the several new States is assigned for purposes of internal improvement. The committee thinks that it may safely rest the defence of the specification of the objects to which the extra allowance is to be applied upon the invariable practice of the government.

But if the part of the bill which limits the legislatures of the new States in the appropriation of the extra allowance to the laudable purposes of education and internal improvement, could not conciliate the approbation of the President, it might have been reasonably hoped that the other part of it, containing no restriction whatever upon the local legislation, would have at least commanded his assent. But he objects to the restrictive clauses because they are restrictive, and to the unrestricted clauses because they are unrestricted. The President apprehends that the Maysville and Lexington Turnpike Road Company, the appropriation to which, several years ago, did not meet his concurrence, might possibly derive some aid from the land fund if the legislature of the State in which that road is situated were left unrestrained in the application of its proportion of that fund. There are some who would feel that if any part of the fund were directed to such a destination, it would only be to repair a wrong unintentionally committed by the President. But the appropriation to that object to which the President applied the veto, rested upon grounds totally distinct from the principle of the present bill. That appropriation was made upon the principle that Congress had the power to apply *any* money in the public treasury to internal improvements. This bill is based on the ground that Congress has broader power over the land fund, either under the deeds of cession, or under the Constitution, than it possesses over public revenue collected by general taxation.

The objection to the distribution among the States, upon principles of equality, of the proceeds of the public lands, was hardly to be anticipated from a chief magistrate who had recommended such a distribution of the surplus revenues of the general government, without regard to the source of their origin. The committee is not prepared to assent to such a distribution, the constitutionality of which, to say the least, is questionable. But a division of the land fund, if not enjoined by the spirit of the various deeds of cession, stands upon peculiar ground, totally distinct from that on which a division of a surplus of revenue, arising from ordinary sources of taxation, can be placed.

The message imputes to the bill the object of creating a surplus for the purpose of distribution. But is that an accurate representation of the case? The bill finds in full operation a land system, approved by long experience, which nets to the government an annual sum of more than three millions of dollars. This sum may be expected constantly to augment. The general government, just liberated from national debt, no longer stands in need of this sum, unless it should become necessary by wasteful and extravagant expenditure. The general government is in possession of ample sources of revenue, and in the exclusive possession of that, the most ample of all, arising from foreign imports. The States want the land fund, and it is proposed to divide it among them according to the just and equitable rule of federal representative population. The bill imposes no new tax, creates no new revenue, opens no new channel. It proceeds upon an existing state of things, which it does not disturb, otherwise than by dividing among the States equitably, in their individual character, what is not wanted in their aggregate condition.

But the message objects that the general government would remain subject to the incidental expenses of the machinery of the land system. The bill, however, only proposes to divide the net produce of the public lands which come into the public treasury, subject, of course, to a deduction for some charges. If the general government should continue to pay out of the common treasury a portion of those charges, such as the salaries of the Commissioner of the General Land Office, &c., it would be no more than what is done in analogous cases. The salaries of commissioners appointed under treaties with foreign powers to distribute sums stipulated to be paid by them to individual claimants for wrongs committed upon the high seas or elsewhere, are always paid out of the public treasury. And, besides, the small amount which the general government would continue to pay during the period to which the continuance of the act is limited, for the benefit of the people of the several States, would come out of a common treasury supplied by the same people in their collective character.

The committee perceive, with unaffected surprise, the imputation contained in the message, of a tendency in the bill under consideration towards consolidation. Congress being the common trustee for all the States of a fund created for their benefit, and for no other purpose, the bill presents an equitable scheme for the division of that fund among the declared objects of the trust. If that scheme had been assailed upon the ground of its fostering a spirit of separation and disunion, there would have been at least more plausibility in the charge. The message supposes that the States, by receiving their several annual dividends, will be tempted into profuse expenditure, will rely for their pecuniary resources upon the general government, and will ultimately lose their distinct local characters. But it is to be observed that in the distribution itself, the States, as such, in their separate and sovereign characters, are expressly recognized; and that the sum, although considerable if expended on suitable and proper objects, is not likely to dispense with the necessity of each State carefully cultivating ordinary sources of revenue. It may be safely affirmed there is much greater danger of a wasteful expenditure of the fund if retained in the hands of the general government, which does not want it, than if it be transferred to the hands of the several State governments, which do need it, and whose habitual economy is commended in the message. It was never deemed by any one that the annual supply of arms made by the general government to the several States tended to lessen their power, or to augment that of the federal government.

The committee believes that a mutual dependence of the two systems of government upon each other has the happy effect of strengthening the bond of common union. And, among the many considerations in favor of the bill, it is perhaps the most important, that its direct and inevitable influence will be to impart additional strength to the Union. The public lands will then form an adamantine chain connecting the States together, and each will be powerfully interested in the preservation of that Union which, for hundreds of years to come, may annually distribute among all its sovereign members a vast fund, which, if the Union were dissolved, would be forever lost in the commotions and convulsions that would certainly ensue.

The message implies an unmerited distrust in the capacity and integrity of the State governments, and assumes for the federal authority a superiority of discretion, which the committee thinks, without meaning anything derogatory, it has not always displayed in the economical disbursement of the public revenue. The bill is, besides, limited to a short time; and if it should be found to realize any of the apprehended mischiefs, it may be suffered to expire altogether, or be subjected to such modifications as experience shall indicate to be expedient. To guard against the possibility of a misapplication of the distributive share of any State to objects of a minor or trivial nature, the bill contains a clause which was left out of that passed at the last session, by which a specification is made of the purposes to which the fund shall be appropriated. No State will venture to violate this restriction, because it will apprehend that Congress may refuse to continue to allot its dividend in consequence of such violation.

Almost the entire argument of the message against the bill is applied to that portion of the public lands ceded by the several States to the United States, and situated within their original limits, and is founded upon the supposed repugnance of the provisions of the bill to the conditions contained in the deeds of cession. The committee cannot agree that any such repugnance in fact exists. On the contrary, it conceives that the contemplated distribution is conformable both to the spirit and letter of those conditions. But there is no pretence for alleging any want of power in Congress to distribute the proceeds of that portion of the public lands which have been acquired by treaties with foreign powers. The treaties themselves impose no limitation as to the disposition of the soil itself, or the proceeds of the sale of it. And the constitutional provision which has been adverted to comes and covers these lands, and invests in Congress an unrestrained power of disposition, according to its sound discretion.

The message states that the total expenditure, incident to the public domain, has been $49,701,280; and the total receipt up to the 30th September, 1832, has been only $38,386,624, from which the inference is drawn that the amount taken out of the treasury has not been replaced. Why the *30th September*, 1832, was selected by the message, the committee cannot conceive, unless it was for the purpose of recommending the relinquishment of the whole public domain as a useless and unprofitable burden, or for

the purpose of holding on to it as a source of revenue until the treasury was reimbursed the sum which it had cost. If the President had called upon the Commissioner of the General Land Office for the returns of the proceeds of the public lands up to the 30th September, 1833, he would have discovered that their amount was $48,398,571.34, according to a report of that officer laid before the Senate—more than ten millions exceeding the amount stated in the message. This is independent of 4,452,760 acres of land actually patented for services during the late war; of 2,290,937 acres granted for roads and canals in several States; of upwards of nine millions granted and set apart for schools, academies, and universities, and of numerous other grants for various purposes. For the greater part, if not all of these appropriations of the public lands, they ought to be fairly credited.

The public domain, then has more than redeemed the cost of its acquisition and management. But there is still another view of this subject that ought to be presented. The argument in the message is almost exclusively directed to that portion of it which is situated within the ancient limits of the United States; and it is from the terms of the deeds of cession that the message attempts to deduce a restriction upon the power of Congress. There is no color for that restriction as it respects the territory acquired under the treaties of Louisiana and Florida. In regard to that, as already remarked, the power of Congress to dispose of it, unrestrained by the treaties themselves, results entirely from the clause in the Constitution which has been hereinbefore referred to. As to the public lands within the ancient limits of the United States, if there be deducted from the $49,701,280, the twenty millions which Louisiana and Florida cost, it will leave only $29,701,280 chargeable to those lands—less indeed than that sum, for a portion of that expenditure of $29,701,280 was on account of the public lands in Florida and Louisiana. The total amount which has been received, in money, from the lands comprehended within the original boundaries of the United States, according to the before-mentioned report of the Commissioner, is $43,729,718$\frac{12}{100}$, leaving those lands creditor by the sum of $14,028,428$\frac{12}{100}$, without including in the account any grants of land for objects just alluded to.

The message argues that the distribution proposed by the bill is unjust towards the old States, since it first sets apart one-eighth for the new States, and then divides seven-eighths only among all the States. Each of the old States, therefore, the message contends, will receive its proportion of but seven-eighths instead of the amount of the whole proceeds. The committee believes that it has stated sufficient grounds of justification upon which that previous allowance to the new States is to be defended. But it was not prepared to find the same message dissuading the old States from agreeing to the distribution proposed on the allegation of partiality to the new States, and urging upon the new States to dissent from it also, because it was unjust towards them. If the bill gives the new States more than a fair proportion of a common fund, without sufficient considerations, that cannot be an objection both with the old and the new States. But whilst the message labors to prove that one class of States will receive too much, and another too little, instead of correcting the alleged injustice by proposing some equal division, it recommends that the class which it deems too partially favored shall eventually receive, and the injured class shall finally renounce forever, the whole interest in the common property.

The message supposes that it could not have been contemplated by the deeds of cession, that the United States should continue, during a long period of time, to retain the right of soil to large tracts of land within the limits of new States. But the deeds do expressly provide that these lands shall be held for the common benefit of all the States, and for no other purpose; and they must continue so to be held, whether the time is long or short, unless Congress is prepared openly to violate express conditions of the cessions. And why should they not be so held? What injury is done to the new States by the common government holding lands for the benefit of all within the limits of some? Past experience has demonstrated none. If these lands were held up at exorbitant prices, and the settlement of the new States were retarded improperly, the case would be altered. But the price is extremely moderate, within the reach of every ordinarily provident person, and the new States are populating with unexampled rapidity, as is demonstrated in the report of the Committee of Manufactures, and the table accompanying it, hereinbefore referred to. If it were true that the minimum price of the public lands is too high for one portion of them, it is equally true that it is below the value of another portion of them. And it would be wrong to reduce the price of those which are already low enough, for the sake of those of inferior quality, which, perhaps, would not sell at any price. It might be expedient to discriminate, if it were practicable, as to the price of lands in different States. There are large bodies of poor pine, sandy lands in the southwestern States, of which there is none in the northwestern States, that probably never will sell at the minimum price, if at any price. But a discrimination between the different States would be invidious, and is impracticable. And, after all, no great mischief is done by not offering, at reduced prices, worthless lands, which nobody would be much disposed to buy at any price. In the State of Ohio, all the public lands have been sold but about *five* millions of acres. In the State of Illinois, more than nineteen-twentieths of the whole territory are believed to be arable land; and it will undoubtedly sell, without any reduction of price, in reasonable time, according to the demands of a growing population. Would it be right to reduce the price of this good farming land, because there happens to be in Alabama or Mississippi large tracts of pine barren which will possibly never sell at any price?

Nor does the fact of there being a large quantity of land remaining in the market, surveyed and unsold for a long time, authorize the inference that it is unsold because the price is too high. It has not been sold, because the government, by constantly bringing more and more land into the market, exposes an aggregate supply far exceeding the wants of the population, rapid as has been its increase in the new States. This will be manifest from one or two facts. The total amount of all the public lands which had been sold up to the 30th of September last, that is to say, during a period of about forty-five years, since the commencement of the present Constitution, was only 31,028,436 acres and $\frac{87}{100}$ of an acre. This, on an average during the entire term, is about 700,000 acres annually. The total quantity surveyed and unsold, according to the report of the commissioner, is 104,206,822 acres and $\frac{46}{100}$ of an acre. To this there will be additions constantly made, as the Indian title shall be extinguished. If the progress of future sales were to be no greater than that of the past, it would require a period of more than 135 years to sell what is now actually in market, without including new districts that may be exposed. But as these sales depend upon the wants of the population, and as these are regulated by the increase of it, the probability is, that the quantity annually sold, in future, will be much greater than the annual average of that which was sold during the term above mentioned. But making liberal allowances in this respect, many years must elapse before the quantity now actually in market is disposed of. The true policy of the government, in regulating the price of the public lands, seems to be so to fix it as, whilst the indus-

trious poor may easily acquire a home, a spirit of inordinate speculation may be repressed. Both these objects are believed to be attained by the reasonable and moderate rate at which the government now offers the public domain.

Entertaining the views and opinions which have been herein exhibited, the committee finds itself unable to concur in the plan of disposing of the public lands which the President proposes; and it agrees in the general principles of the bill which has been referred to it. A brief contrast between the two schemes will enable the Senate better to judge of their respective merits.

The President conceives that the cessions of the public lands to the United States were upon the express conditions that they should be considered by the United States as a common fund for the use and benefit of all the sovereign members of the Union. He objects therefore to the grant to the new States of one-eighth of the proceeds within their several limits, prior to a general distribution of the whole fund. Nevertheless, he proposes himself an immediate reduction of the price of the public lands; that they shall cease to be regarded as a source of revenue for the use and benefit of the United States, or any of the individual States; and, finally, that, after a few years, this vast common property shall be wholly surrendered to those new States to which Congress cannot, in his opinion, consistently with the terms of the deeds of cession, grant one-eighth part of the net proceeds.

The bill assumes, as a basis; that all the public lands not included within the acquisition of Louisiana and Florida were obtained upon the conditions specified in the deeds of cession. It supposes that whether the proceeds of the lands are brought into the common treasury, or distributed, upon terms of just equality, among the several States, the spirit and object of the deeds of cession are fully answered. The bill proceeds upon the principle that the United States cannot abandon the trust which the deeds created, and which they deliberately accepted, without a manifest violation of duty, and without absolute injustice to the old States. It does not propose, therefore, a surrender of the trust property to the new States, but contemplates the general government continuing to perform all the duties incident to the trust; and retaining the control over the property for the benefit of the several States, when the proceeds of sales of it are wanted by them, and not by the general government, and for the benefit of the general government in the event of war. And this mutual use of the fund is limited to a short period, to test, by experience, its expediency. The bill assigns to the new States, prior to the general division of the fund which it authorizes, one-eighth part of the proceeds arising within their respective limits, upon considerations which the committee deems satisfactory, and according to established precedents. And, finally, whatever diversity of opinion may exist as to the power and duties of Congress growing out of the language of the deeds of cession, no objection can be raised from that source as to any disposition, under the terms of the Constitution, which Congress may think proper to make of the proceeds of that largest portion of the public lands acquired under the treaties of Louisiana and Florida.

The bill provides for a distribution of the fund arising from the sales of the public lands during the last year. Such would have been its operation if the President had approved it; or if, returning it to the last Congress with his objections, it had been passed notwithstanding those objections. As Congress was deprived of an opportunity of passing upon the bill after it had been submitted to the President, by his withholding it, the committee thinks it just to give it the effect which it would have had if passed at the last session. The gross proceeds of the public lands during the last year are understood to be upwards of four and a half millions of dollars; but the precise amount will be ascertained when a call which has been made for it shall be answered. The committee therefore reports the bill, distributing that sum after proper deductions shall be made exhibiting the net amount; and it reports the following amendments.

A BILL to appropriate, for a limited time, the proceeds of the sales of the public lands of the United States, and for granting land to certain States.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the thirty-first day of December, in the year of our Lord one thousand eight hundred and thirty-two, there be allowed and paid to each of the States of Ohio, Indiana, Illinois, Alabama, Missouri, Mississippi, and Louisiana, over and above what each of the said States is entitled to by the terms of the compacts entered into between them, respectively, upon their admission into the Union, and the United States, the sum of twelve and a half per centum upon the net [amount*] proceeds of the sales of the public lands which, subsequent to the day aforesaid, shall have been or may be made within the several limits of the said States; which said sum of twelve and a half per centum shall be applied to some object or objects of internal improvement or education within the said States, under the direction of their respective legislatures: *Provided*, That the sum so allowed to the said States, respectively, shall be in no wise affected or diminished on account of any sums which have been heretofore, or shall be hereafter, applied to the construction or continuance of the Cumberland road, but that the disbursements for the said road shall remain, as heretofore, chargeable on the two per centum fund provided for by compacts with several of the said States.

SEC. 2. *And be it further enacted*, That after deducting the said twelve and a half per centum, and what, by the compacts aforesaid, has heretofore been allowed to the States aforesaid, the residue of the net proceeds of all the public lands of the United States, wherever situated, which shall have been or may be sold subsequent to the said thirty-first day of December, shall be divided among the twenty-four States of the Union, according to their respective federal representative population, as ascertained by the last census, to be applied by the legislatures of the said States, to such objects of education, internal improvement [colonization of free persons of color*], or reimbursement of any existing debt contracted for internal improvements, as the said legislatures may severally designate and authorize: *Provided*, That nothing herein contained shall be construed to the prejudice of future applications for a reduction of the price of the public lands, or to the prejudice of applications for a transfer of the public lands, on reasonable terms, to the States within which they lie, nor to impair the power of Congress to make such future disposition of the public lands, or any part thereof, as it may deem expedient.

SEC. 3. *And be it further enacted*, That the said several sums of money, for the year one thousand eight hundred and thirty-three, shall be paid at the treasury of the United States, on the first day of January, one thousand eight hundred and thirty-four, and hereafter, half yearly, during the continuance

* Proposed to be stricken out.

of this act, to such person or persons as the respective legislatures of the said States may authorize and direct.

SEC. 4. *And be it further enacted*, That this act shall continue and be in force until the thirty-first day of December, one thousand eight hundred and thirty-seven, unless the United States shall become involved in war with any foreign power; in which event, from the commencement of hostilities, this act shall cease and be no longer in force: *Provided, nevertheless*, That if, prior to the expiration of this act, any new State or States shall be admitted into the Union, the power is reserved of assigning, by law, to such new State or States the proportion to which such State or States may be entitled upon the principles of this act, and upon the principles of any of the compacts made as aforesaid, with either of the seven States first mentioned.

SEC. 5. *And be it further enacted*, That until the said thirty-first day of December, one thousand eight hundred and thirty-seven, there shall be annually appropriated for completing the surveys of said lands, a sum not less than eighty thousand dollars; and the minimum price at which the public lands are now sold at private sale shall not be increased; and in case the same shall be increased by law within the period aforesaid, so much of this act as provides that the net proceeds of the sales of the public lands shall be distributed among the several States, shall, from and after the increase of the minimum price thereof, cease and become utterly null and of no effect, anything in this act to the contrary notwithstanding.

SEC. 6. *And be it enacted*, That whenever, for two successive years, it shall appear to the Secretary of the Treasury, that the net proceeds of the sales of the public lands, within any land district now established, or which may hereafter be established by law, shall not be sufficient to discharge the salaries of the officers employed by the United States within such district, he may discontinue such offices, and the lands contained in such district remaining unsold, shall, in such case, be annexed to the adjoining district.

SEC. 7. *And be it further enacted*, That there shall be granted to each of the States of Mississippi, Louisiana and Missouri, the quantity of five hundred thousand acres of land; to the State of Indiana, one hundred and fifteen thousand two hundred and seventy-two acres; to the State of Illinois, twenty thousand acres; and to the State of Alabama, one hundred thousand acres of land, lying within the limits of said States, respectively; to be selected in such manner as the legislatures thereof shall direct, and located in parcels, conformably to sectional divisions and subdivisions, of not less than three hundred and twenty acres in any one location on any public land subject to entry at private sale; which said locations may be made at any time within five years after the lands of the United States in said States, respectively, shall have been surveyed and offered at public sale, according to existing laws.

SEC. 8. *And be it further enacted*, That the lands herein granted to the States above named, shall not be disposed of at a price less than one dollar and twenty-five cents per acre, until otherwise directed by law; and the net proceeds of the sales of said lands shall be faithfully applied to objects of internal improvement within the States aforesaid, respectively; namely: roads, bridges, canals, and improvement of water courses, and draining swamps; and such roads, canals, bridges, and water courses, when made or improved, shall be free for the transportation of the United States' mail and munitions of war, and for the passage of their troops, without the payment of any toll whatever.

NOTE.—For the report of the 16th of April, 1832, appended hereto, see antecedent No. 1056.

23D CONGRESS.] **No. 1242.** [1ST SESSION.

RELATIVE TO THE AMOUNT AND DISTRIBUTION OF THE PROCEEDS OF THE SALES OF THE PUBLIC LANDS.

COMMUNICATED TO THE SENATE MAY 5, 1834.

TREASURY DEPARTMENT, *May* 5, 1834.

SIR: In obedience to a resolution of the Senate of the 28th of April last, directing the Secretary of the Treasury "to report to the Senate the gross amount of the proceeds of the sales of the public lands, and the number of acres which have been sold during the year 1833, including the last quarter of the year; and distinguishing the amount received, and number of acres sold in each State and Territory," and also "to report to the Senate the manner in which has been ascertained at the Treasury, from time to time, the 'twentieth part of the net proceeds of the lands lying within the said State [Ohio] sold by Congress from and after the thirtieth day of June next, [1802] after deducting all expenses incident to the same;' which, by the compact with Ohio, was set apart for laying out and making public roads, and the manner in which the like allowance made to other new States has been ascertained at the treasury, showing, specifically, the deductions made from the gross amount to ascertain the net proceeds," I have the honor herewith to transmit a report from the Commissioner of the General Land Office, to whom the resolution was referred.

I have the honor to be, sir, very respectfully, your obedient servant,

R. B. TANEY, *Secretary of the Treasury.*

Hon. MARTIN VAN BUREN, *Vice-President of the United States and President of the Senate.*

GENERAL LAND OFFICE, *May* 3, 1834.

SIR: In obedience to a resolution of the Senate of the United States, passed on the 28th ultimo, in the words following, to wit:

"*Resolved*, That the Secretary of the Treasury be directed to report to the Senate the gross amount of the proceeds of the sales of the public lands, and the number of acres which have been sold during the year 1833, including the last quarter of the year, and distinguishing the amount received, and number of acres sold, in each State and Territory.

"*Resolved*, also, That he report to the Senate the manner in which has been ascertained at the treasury, from time to time, the 'twentieth part of the net proceeds of the lands lying within the said State [of Ohio,] sold by Congress from and after the thirtieth day of June next, [1802] after deducting all expenses incident to the same,' which, by the compact with Ohio, was set apart for laying out and making public roads; and the manner in which the like allowance made to other new States has been ascertained at the treasury, showing specifically the deductions made from the gross amount to ascertain the net proceeds,"—and which you have referred to this office, I have the honor to submit the accompanying tabular statement, affording the information sought for by the first clause of the resolution.

In reference to the second clause of the resolution, I have to present the following statement of facts:

Prior to a period in the year 1822, it appears to have been the then recognized practice to exhibit on the face of the reports on the audited quarterly accounts of the receivers of public money the amount of the one-twentieth part of the net proceeds of the public lands applicable to the laying out of roads. The principle on which this amount was ascertained appears to have been based on the purchase money of lands sold, (not the moneys actually paid by purchasers) less the amount of the expenses of the land offices. On such remainder was calculated the one-twentieth part, constituting the three and two per cent funds, stated in the official report on the audited quarterly accounts as a separate and independent item. To illustrate the principles involved in this view of the net proceeds, I would remark that it implied both that the lands sold from quarter to quarter would ultimately be paid for, and that the payment of the five per cent fund was to be in advance of the actual receipts into the land offices.

The operation, virtually, was as follows:

Purchase money of land sold during the quarter	$
Deduct purchase money of lands heretofore charged, which have reverted to the United States for non-payment, agreeably to the original contract, during the present quarter,	
Remainder	$
To which add cash received at the land offices on account of purchase money of the lands reverted, as above	
Add *interest* received this quarter on lands heretofore sold, being part of the revenue actually accrued from the public lands	
Forming gross proceeds	$
From which deduct the following items of incidental expenses, &c.:	
Register's salary and commission for the quarter	
Receiver's do do do	
Contingent expenses of the registers' and receivers' offices during the quarter, viz., books, paper, and other articles of stationery	
Examining land offices	
Discounts allowed on annual installments of the purchase money paid in anticipation of the periods of payments prescribed by law	
Leaving net proceeds	$

This practice, however, never led to any practical result, and, after the passage of the relief law of 2d March, 1821, authorizing land debtors to complete payment by relinquishing part of their lands to the government, this mode of exhibition in the official reports on the quarterly accounts of the receivers of public moneys was discontinued.

From the earliest periods, commencing with the admission of Ohio into the Union as a State, whenever payment on account of the three per cent fund was desired, it appears to have been an invariable practice to require from the land bureau of the Treasury Department prior to the year 1812, or from the General Land Office subsequent to its organization in that year, an estimate of the amount of the fund accrued up to date. Such estimates appear to have been based on the gross amount of moneys actually received at the land offices, deducting therefrom the salaries of the register and receiver, the contingent expenses of their offices, consisting of books, paper, and other articles of stationery; repayments to individuals for lands erroneously sold; the expenses of advertising sales of public lands, paid at the land offices by order of the department, and the annual expenses of examining the land offices. The estimates here alluded to appear to have been made from time to time, commencing with the earliest periods, (anterior, as well as posterior, to the organization of this office,) from the *monthly returns* of the registers and receivers of the land offices, as called for by the head of the department, and embracing the latest periods to which those returns had been rendered, and which, in the ordinary operations of business, must necessarily be prior to the periods when the regular adjustment of the quarterly accounts of the receivers of public money, embracing the same periods of time, could take place.

It is here to be remarked that prior to 1812, when this office was organized, only a small portion of the quarterly accounts of the receivers of public moneys had been adjusted, and it is to be presumed that, from this circumstance, the practice originated of requiring *estimates* of the fund alluded to, based on the *monthly returns*. The practical effect of these estimates seems to have been a safe and certain check to overpayments, to the States on account of the fund of three per cent, rather than a definite settlement. The account with the States seems always to have been regarded as an open account, liable to be affected by future corrections rendered necessary by deficiency of returns from the district land offices, or any other cause existing at the period when the estimate was called for.

In the year 1822, the Secretary of the Treasury ordered that, in addition to the expenses incident to the district land offices, the surveying expenses should also be deducted, in order to form the net proceeds. Accordingly, it appears that the three per cent fund was stated for each State, from the com-

mencement to the 30th September, 1823, wherein the under-mentioned items were deducted from the gross, in order to form the net receipts, viz:

First. The expenses of the public surveys and of the surveyors' offices as far as could then be ascertained or estimated up to date.

Second. The expenses incident to the district land offices, composed of the following items, viz:

Salaries and commissions of the register and receivers. Books, papers, and other articles of stationery allowed to the land officers, and charged in the receivers' accounts.

Expenses incident to the annual examination of land offices.

Expenses of advertising land sales, and repayments to individuals on account of lands erroneously sold.

The statement so formed appears to have governed the payments to the States up to that date.

Subsequent to 1823, and up to the present period, the practice has been discontinued of charging against the fund the expense of the public surveys, and of the surveyors' offices, and the net proceeds have been ascertained by deducting from the gross receipts into the land offices only the second class of items above enumerated.

I have the honor to be, with great respect, sir, your obedient servant,

ELIJAH HAYWARD.

Hon. R. B. TANEY, *Secretary of the Treasury.*

Statement of the quantity of public land sold at the several land offices, and of the amount of purchase money paid thereon, in each of the States and Territories during the year 1833, *viz:*

States and Territories.	Acres.	Dollars.
Ohio	551,220.05	691,986 52
Indiana	553,575.98	694,319 81
Illinois	355,123.08	445,032 20
Missouri	237,363.46	296,757 14
Mississippi	1,008,052.83	1,359,459 50
Alabama	451,431.67	566,215 79
Louisiana	86,301.78	107,885 78
Michigan	448,293.34	563,906 24
Arkansas	36,820.91	46,088 33
Florida	11,970.24	14,962 79
Total	3,740,153.34	4,786,614 10

NOTE.—The December returns from Columbus, Mississippi, and Fayetteville, Arkansas, not having been received, the sales at those two offices for the month are, of course, not included in the above statement.

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *May* 3, 1834.

23D CONGRESS.] No. 1243. [1ST SESSION.

ON CLAIM TO LAND IN MICHIGAN.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES MAY 14, 1834.

Mr. C. JOHNSON, from the Committee on Private Land Claims, to whom was referred the petition of Thomas B. Clarke for a patent for a certain tract of land in Michigan Territory, reported:

That the tract of land, for which the petitioner prays a patent may be granted to him, was confirmed to James Cisni by the commissioners of land claims in the Territory of Michigan, under the act of Congress of 11th May, 1820, as may be seen by reference to the printed report (No. 42) of the Committee on Public Lands, made to the House of Representatives January 2, 1828, pp. 286, 287. In accordance with this confirmation, and agreeably to the manner pointed out by law, on the 2d July, 1831, a certificate was issued by the register of the land office at Detroit, in favor of James Cisni aforesaid, that he might receive his patent for this tract from the United States. On an examination, however, of the surveys of the General Land Office, it was found that this tract, as confirmed, would interfere with lands reserved many years before for military purposes, and no patent was issued, and none can issue, without the authority of Congress, to give which, as it is understood the land is not needed for military uses, the committee report.

23D CONGRESS.] No. 1244. [1ST SESSION.

ON CLAIM TO LAND IN ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES MAY 15, 1834.

TREASURY DEPARTMENT, *May* 14, 1834.

SIR: I have the honor to transmit a copy of the report of the register and receiver of the land office for the district of St. Stephen's, prepared in obedience to the third section of the act of Congress, approved March 2, 1829.

I have the honor to be, very respectfully, sir, your obedient servant,

R. B. TANEY,
Secretary of the Treasury.

The Hon. SPEAKER *of the House of Representatives.*

LAND OFFICE, *St. Stephen's, (Ala.,) April* 24, 1834.

SIR: We have forwarded with this, our report No. 4, under the third section of the act of the 2d March, 1829.

Very respectfully, your obedient servants,

JOHN B. HAZARD.
J. H. OWEN.

Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

No. 4.

Abstract of claims to lands situated east of Pearl river, west of the Perdido, and below the thirty-first degree of north latitude, presented to the register and receiver of the land office for the district of St. Stephen's in the State of Alabama, acting as commissioners under the authority of the third section of the act of Congress of the 2d of March, 1829, *entitled "An act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes."*

By whom claimed.	Original claimant.	Nature of claim.	Tract claimed.	Quantity claimed.	Possession.	
					From—	To—
John Baptiste Budreux, Mary Budreux, and Margaret Lewis, heirs of John Baptiste Budreux.....	John Baptiste Budreux.....	French concession from Peter de Farvot, commandant of Mobile, dated 22d February, 1786	"Bellefontaine," near the mouth of Pascagoula river.....	10,000 arpens..	1794	1834

The present claimants appear to have been residents of that part of Louisiana situate east of Pearl river, west of the Perdido, and below the thirty-first degree of north latitude, on the 15th of April, 1813, and on that day to have been in possession of the tract claimed; and the said tract appears to have been in the possession of the said claimants, and the original grantee for ten consecutive years previous to that day. It is, therefore, recommended for confirmation, for the quantity contained in a league square, to include such lands as may have been heretofore confirmed under this title. All which is respectfully submitted.

JOHN B. HAZARD, *Register.*
J. H. OWEN, *Receiver.*

LAND OFFICE, *St. Stephen's, (Ala.,) March* 24, 1834.

23D CONGRESS.] No. 1245. [1ST SESSION.

ON APPLICATION FOR A DONATION OF LAND FOR THE INVENTION OF THE STEAM SNAG BOAT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 5, 1834.

Mr. ASHLEY, from the Committee on the Public Lands, to whom was referred the petition of Henry M. Shreve, praying compensation for the invention of the steam snag boat, reported:

That it appears, from official reports and other information in possession of the committee, that the petitioner is the inventor of the snag steamboat; that it was contrived and constructed expressly for the purpose of removing snags and rocks from, and improving the navigation of, the principal rivers of the valley of the Mississippi; that it has been tested by the experience of five years, and minutely

examined and approved of by some of the most experienced officers of the corps of engineers. Capt. Delafield, of that department, describes it as a splendid piece of machinery, the power of which is such as to raise the largest and most firmly planted snags, "as an invention that answers the purpose admirably well." Capt. Delafield states that one snag raised by the Heliopolis, while he was on board, contained sixteen hundred cubic feet of timber, and could not have weighed less than sixty tons. The first snag boat was constructed in 1829, the second in 1831, and the success with which they have been employed in improving the navigation of the Mississippi, Ohio, Arkansas, and Red rivers, is so fully tested by reports made to the chief engineer, that the committee are constrained to view the invention as one of great importance to the government. It is a labor-saving agent of immense power, by the aid of which, the petitioner has recently demonstrated, by actual experiment, that the great Red river raft may be speedily removed and demolished. When this great work shall be accomplished, the navigation will be as good through what is termed the line of the raft as it ever has been below it, and the river may be ascended by steamboats of the first class upwards of eleven hundred miles. In a military point of view the improvement of the navigation of Red river may be pronounced a work of great importance. That stream constitutes the only water communication with a considerable portion of the northwestern part of the State of Louisiana, the Arkansas, the northeastern frontier of Mexico, and the southwestern territory of Missouri, to which the government is now removing the aborigines of the country. Fort Towson is on Red river, distant about eleven hundred miles from its mouth. By proper improvement this stream may be made navigable for small steamers several hundred miles above Fort Towson, and may be ascended in large keel-boats and barges nearly to the Rocky mountains. In the region through which it flows, military posts will have to be maintained for ages, to keep the Indian tribes in check, and to ensure harmony among them, as well as to preserve a good understanding with Mexico. In the transportation of supplies and munitions of war to Fort Towson, the government has encountered difficulties almost insurmountable, and at one time the troops at that post were left destitute of their regular provisions and clothing during a whole season, owing to the impossibility of passing the great raft. The present price of freight from Natchitoches to Fort Towson is three cents per pound. When the raft shall be removed, it is believed the price of freight from New Orleans to Fort Towson will not exceed seventy-five cents per hundred pounds. The committee are persuaded these facts will not only convince the House that the destruction of the raft is highly desirable in a military point of view, but that it will add some eight or ten millions to the value of the public domain on the waters of Red river, and eventually be productive of incalculable agricultural and commercial advantages.

This is an imperfect view of the general advantages which must follow the removal of the great raft, a work which the committee believe could not have been commenced with a prospect of success, without the aid of the snag boat, and the energy and skill of the inventor. Other improvements have been made and are in progress, in which the snag boat has proved itself a valuable, and, the committee may say, an indispensable agent. Although the commerce of the Mississippi and Ohio rivers has increased about one hundred per cent since 1829, it is supposed the losses on those rivers have not exceeded, in the last five years, one-third of the aggregate amount of those sustained in the five years immediately preceding. Similar results must follow the improvement of the Red river, the Missouri, Upper Mississippi, Arkansas, and all their numerous tributaries navigable for steamboats, and in the course of these operations many millions of acres of valuable lands will be reclaimed, thereby contributing largely to the national treasury, as well as to the health and convenience of the adjacent country.

The Missouri river is now navigated by steamboats from its mouth to the Yellow Stone, a distance of nineteen hundred miles, and is navigable to the great falls, six hundred miles above the Yellow Stone. This noble stream flows through one of the most salubrious, and, for seven or eight hundred miles, fertile regions on earth. The Yellow Stone is one of its principal tributaries, and, with some inconsiderable improvement, would be navigable for steamboats five or six hundred miles, almost to the eastern base of the Rocky mountains. The Missouri also receives the Osage, Gasconade, Grand river, Kansas, Platte, and many other important navigable streams, that are destined, ere long, to add an incalculable amount of the products of the soil, and of the mines of the vast region through which they meander, to the trade and commerce of the country.

The principal obstructions in the navigation of those rivers are such as may be easily removed by the agency of the steam snag boat, and at a moderate expense.

With this view of the general advantages derived, and to be derived, from the invention and use of the snag boat, and in consideration of the valuable services of the inventor as superintendent of the improvement of the navigation of the Mississippi, Ohio, Arkansas, and Red rivers, who could not, situated as he was, being in the service of the United States when said boat was constructed, avail himself of the benefits of the law granting to inventors of useful machines the exclusive right of using the same, and of vending to others the use thereof, the committee respectfully recommend to the House the passage of an act granting to the petitioner the right of pre-emption to eighteen sections of the public lands lying on the line of the aforesaid raft, on Red river, and for that purpose report the accompanying bill.

23d Congress.] No. 1246. [1st Session.

ON APPLICATION FOR A GRANT OF LAND FOR THE CONSTRUCTION OF A ROAD FROM VINCENNES, INDIANA, TO CHICAGO, ILLINOIS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 5, 1834.

Mr. Duncan, from the Committee on the Public Lands, to whom were referred several petitions from citizens of Illinois, asking aid from Congress in the construction of a road from Vincennes to Chicago, in that State, reported:

They are fully convinced of the importance of the construction of great and leading roads, such as that asked for by the citizens of Illinois; and the policy of the government, heretofore, warrants them to believe that Congress has taken the same view of the subject.

In a government like our own, founded and resting on the intelligence of the people, nothing can be of more importance than giving facility to the transportation of the mail, and general intercourse of the community. We only want to know each other to remain united, free, and independent. The national resources and individual prosperity, in a commercial country like this, depend on safe and certain intercourse between the producing and consuming portions of the world; without it, the diligent cannot secure riches, nor the husbandman rejoice over the blessings of fruitful seasons, however richly they may fill their storehouses, or crown the labors of their hands. In adorning and beautifying a country, and in making the people prosperous and happy, permanent, straight, and well-made roads are of the highest importance; and, in the opinion of the committee, it is the duty, the interest, and should be the pride of this government to contribute its just share (as it owns most of the territory) in the accomplishment of so desirable an object. But if these considerations shall not be deemed conclusive, your committee respectfully suggest that it is for the pecuniary interest of the United States to make such grants.

What private individual, conversant with the sale and settlement of large tracts of land, does not know that roads are of primary necessity; and that, in proportion as he brings his lands to be accessible, in the same degree are they rendered salable and increased in value? And who, owning six-sevenths of all the lands in any State, regarding his own interest, would hesitate for a moment, with a single eye to gain, to construct, or assist in constructing, important commercial roads, as the best means of securing it? But it has been said by some of our ablest statesmen, an opinion fully concurred in by your committee, "that the public lands ought to be employed, or used, to build up and sustain great and prosperous communities;" most, if not every other civilized country in the world, have so disposed of their public domain. In the first settlement of America, the British, Spanish, and French governments made liberal grants of lands to those who would improve and cause them to be settled; by this policy, they soon saw the wilderness turned into cultivated fields, and found ample remuneration for the value of the lands so granted, in the addition of their power, and the new resources of commerce and wealth which immediately flowed back upon them from this extensive country.

Your committee will not here stop to draw a contrast between the policy pursued by the United States and that of other countries, in the disposition of their public domain; but it becomes their duty to say that it would be unwise in a government, as it would be in an individual, to hold large districts of land exempt from all tax, without making some remuneration to the State or citizens that improved them, equivalent at least, to the benefit received. Your committee have understood that the citizens of the State of Illinois are more heavily taxed than those of any other State in the Union: one of the governors of that State, in a message to the legislature, says, that their tax was then eight times as high as in Kentucky; which excessive tax your committee are informed, and believe, has been partly caused by the laying out, marking, and constructing numerous great roads, bridges, &c. Your committee have ascertained there are only about four or five million acres of land subject to taxation in that State, while there are over thirty million acres, held by the United States, exempt from all tax; the tax on thirty million acres of public land now held by the United States in that State, at the same rate that the citizens of Illinois are taxed, would produce $450,000 per annum, which shows that Illinois loses very large sums annually by the surrender of their right to tax the public land.

The burden thus thrown upon a young community, contending, as they have in many cases to do, with the savage warriors of the forest, and encountering all the privations and hardships incident to the settlement of a new country, should be alleviated as far as is considered just, in proportion to the benefits received by this government. All the grants of land, and the percentage on the sales, secured to the State under the act of admission, are, as will readily be seen, far, very far short of what is due to the State, for the surrender of its right to tax, or for the improvement they make on, to say nothing of the value they give to, the public lands.

By the act of March 2, 1827, Congress granted to the State of Indiana one section for every mile of a road from the Ohio river to lake Michigan, in addition to the road covering one hundred and twenty feet in width; and like grants have been made to other States.

The State of Illinois contains about forty-two millions of acres of land, and less than *seven* millions are owned by individuals, leaving the United States owner of over thirty millions of acres of the fairest portion of the habitable globe. Can it be anything else than justice to this young and flourishing State to help her on with the improvements which she has begun, under circumstances peculiarly embarrassing on account of the vast extent of territory over which these roads are to be made; and from the comparatively small part of it which is liable to be taxed, the expense of such improvements, as has been shown, falls heavily upon the people, both in a tax upon their labor, and the treasure of the State; and thus, while she is stimulated to persevere in her expenditures, the government will, as it has, reap a rich and certain gain in the sale and increased value of its lands!

The great highways are already established or pointed out by the keen eye of private adventure and the local legislature. And at no time can the several roads traversing the State be so well laid out and established as now, before private investments shall be made, and local jealousies arise, conflicting with the public interest.

In every extremity of the State settlements are now making; and if the great commercial points are

connected by straight and permanent roads, the intermediate spaces will be rapidly filled up, and the land sold to enterprising people, at a high price.

Your committee therefore report a bill, according to the prayer of the petitioners, to grant the State of Illinois one hundred and twenty feet of ground, as the right of way, from a point opposite Vincennes to Chicago, together with a grant of one section, to be located by the State, for every mile in length of said road, to assist in its construction; and for the same reasons, your committee are of opinion that the United States should contribute the same quantity of land to the construction of all the great public highways to be constructed in the State; amongst which, the following are a part of those already indicated:

From a point where the national road crosses the Wabash river, to the Mississippi river, at a point north of the mouth of the Illinois river. From Golconda, on the Ohio, by Jonesborough, to the Mississippi river. From Lower Alton to Chicago. From Chicago to Galena. From Vincennes to St. Louis. From Alton to Galena. From some point on the Ohio river, by the seat of government of the State, to intersect the road from Alton to Chicago. From the Ohio river, to intersect the road from Vincennes to Chicago. A letter from the Honorable Z. Casey, dated May 1, 1834, addressed to the chairman of the committee, is made part of this report.

HALL OF THE HOUSE OF REPRESENTATIVES, *May* 1, 1834.

SIR: Permit me, through you, to call the attention of the Committee on the Public Lands, to the subject of a memorial which, some time since, I had the honor to present, and have referred to that committee, from the citizens of several counties on the Wabash, in relation to the improvement of the great post route, from the bank of the Wabash river, opposite Vincennes, Indiana, to Chicago, Illinois, passing through the county seats of Crawford, Clark, Edgar, Vermillion and Iroquois, in the latter State. This road has been surveyed, marked, and established by the State; its whole length is about 230 miles, much of which passes through very extensive and unsettled prairies, and over various streams and bottoms of difficult passage, and a considerable part of it through extensive and growing settlements, but scattered and far between, and also through some ten or more flourishing towns and villages.

This road, the whole way, runs nearly parallel with, and close to, the eastern boundary of Illinois, and the settlements and towns in Indiana contiguous to the line are equally numerous and flourishing with those in Illinois. The locality and growing importance of Chicago has already made it, and so it must inevitably ever continue to be, the great northern depot for the whole of that section of country.

It is there that the produce from a most extensive and fertile country must necessarily be carried, to be shipped further north and northeast, and it is *from there* that this extensive country will, and in a goodly degree does already, commence the land carriage of the chief, if not the whole of the merchandise. Hence the great importance of this road being made a good one, will be most readily perceived, not only for the transportation of the mail, but for the convenience of trade. And it ought not to be forgotten, or slightly passed over, that at least nine-tenths of the land on and adjacent to the road yet belongs to the government. In consequence of the very extensive prairies, and the newness and sparseness of the settlements, it is wholly out of the power of the inhabitants so to improve the road as to make it ever reasonably passable for the great objects, as above stated.

In conclusion, I beg you to make a careful examination of the memorial itself, as fully explaining the views of those best acquainted with the subject, and whose prayer I consider not only reasonable, but just, and do most earnestly hope the subject will receive a favorable consideration from the committee, and that a liberal appropriation, in land, will be made for an object so desirable as I know this one to be.

Very respectfully, your obedient servant, Z. CASEY.

Hon. C. C. CLAY, *Chairman of the Committee on the Public Lands.*

23D CONGRESS.] **No. 1247.** [1ST SESSION.

ON APPLICATION FOR PRE-EMPTION TO CERTAIN LOTS IN PERRYSBURG, OHIO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 5, 1834.

Mr. LEAVITT, from the Committee on the Public Lands, to whom was referred the petition of sundry inabitants of the town of Perrysburg, in the State of Ohio, praying for a right of pre-emption to certain lots in said town, reported:

That said town of Perrysburg was laid out by the United States, under the authority of an act of Congress, passed on the 27th of April, 1816; that in July, 1817, a public sale of the lots in said town was held at Wooster, in said State, and many of them were then sold, under the credit system then existing in relation to public lands; and that subsequently a number of said lots reverted to the United States, by reason of the failure of the purchasers to make payment therefor according to law, and were afterwards adjudged to be properly subject to taxation by the State of Ohio, and were placed on the tax list for that purpose. It also appears that these lots, or a part of them, have been sold under the laws of said State, for the taxes and penalties which had accrued thereon, and that the purchasers at such tax sales have obtained titles, pursuant to the laws of Ohio; but as the validity of these titles is questionable, the petitioners pray that they may be quieted, by granting them permission to enter and pay for the same, at the same rate at which they sold at the original sale, in July, 1817. The committee believe that the prices then bid for said lots were equal to their full value at that period, and for many years after, and that it is but just and reasonable that the purchasers thereof, at the tax sales, should have a pre-emption right to the same, at those prices. They have accordingly reported a bill for that purpose.

23d Congress.] No. 1248. [1st Session.

ON CLAIMS TO LAND IN MISSOURI.

COMMUNICATED TO THE SENATE JUNE 6, 1834.

Relating to the land claims of Michael Butcher and others, being a petition to the intendant general of Louisiana, and the testimony adduced before the commissioners for settling land claims in Missouri; transmitted to the Senate, with a report from the Commissioner of the General Land Office, on the 22d June, 1834.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

The petition of Sebastien Butcher and Peter Bloom, of the county of St. Genevieve, in the State of Missouri, for themselves and the heirs and legal representatives of Bartholomew Butcher and Michael Butcher, deceased, respectfully represents:

That in 1797, your petitioners and the said Bartholomew and Michael Butcher emigrated to Upper Louisiana, and have resided from that time until the present, in what is now the State of Missouri. That on the 11th of June, 1802, the said Bartholomew, Michael and Sebastien Butcher, and Peter Bloom, petitioned the intendant at New Orleans, for a grant of 1,600 arpens of land, to be taken at a place therein mentioned, or if vacant land could not be there found, then to take the quantity lacking in the king's domain; and that Don Pierre Delassus de Luziere, commandant of the post of New Bourbon, recommended to the said intendant of Louisiana the confirmation of said grant of land, a copy of which said grant of land is hereunto annexed, in the handwriting of said Luziere, and marked No. 1. Your petitioners further state, that the original of said petition and recommendation has been filed with the board of commissioners for the adjustment of private land claims in Missouri, and that a certified copy of the testimony laid before said board of commissioners, in this behalf, accompanies this petition. Your petitioners further represent, that since their said testimony was filed before the said board of commissioners, the said Mary Ann Laplante, whom your petitioners consider as a material witness in their favor, has departed this life, as will appear by the depositions of John V. Valle and John R. Lalumandiere, hereunto annexed, marked . Your petitioners further state, that, being unlearned and illiterate men, they had supposed, and always took it for granted, that the claim here exhibited was a *concession;* and they aver that such grants were always considered as concessions, and passed from hand to hand as such, during the Spanish government, as will appear from the depositions of Messrs. Valle and Lalumandiere, hereinbefore referred to, and the testimony taken before the said board of commissioners. Your petitioners further state, that the said board of commissioners have decided, as they are informed, that their said claim is not by them considered as a concession, and therefore the said board do not consider themselves authorized to adjudicate upon it. Your petitioners state, that from the time of the said grant to the present, they have enjoyed possession of said land as other persons holding under concessions, and (being, as before stated, unlearned men), had no doubts but their claim rested on the same basis as other concessions. Your petitioners therefore pray, that the government of the United States will grant to them their said claim of land, or, at least, permit them to present the same before the said board of commissioners, to be adjudicated upon the same as if their claim was what they had always heretofore understood it to be, a regular concession. And your petitioners will pray, &c.

S. BUTCHER.
PETER BLOOM.

To his lordship the intendant general of the Province of Louisiana, in his mansion at New Orleans:

Michael Butcher, Bartholomew Butcher, and Bastien Butcher, and Peter Bloom, supplicate very humbly, and have the honor to represent, that having resided, since several years, under the domination of his Catholic Majesty, and having never obtained any land from the government, they would wish to make and improve a plantation as well as a grazing farm; to this effect they have made researches for a tract of land suitable to their views, and have found one situated at about six miles from Mine a la Motte, on the road which leads to St. Genevieve and New Bourbon, at a place where there is a spring, which is at about a half mile from the land of Mr. Robert Friend; the said tract consisting of sixteen hundred arpens in superficie. For these motives, the said petitioners apply to your lordship, praying that you may be pleased to grant to them the above-mentioned tract of land, consisting in sixteen hundred arpens in superficie, at the place hereabove described, for them, their heirs and assigns; and, in case the aforesaid quantity of arable land was not to be found in the place hereabove described, to authorize them to take what would be wanting in a vacant place of the king's domain; the said land, now solicited for, not being granted to any person, which fact can be certified, if needed, by the nearest neighbors, as well as by the surveyor of this district. In so doing, the petitioners shall never cease to pray for the conservation of your days.

Done at New Bourbon, June 11, 1802.

BARTHOLOMEW BUTCHER.
MICHAEL BUTCHER.
BASTIEN BUTCHER, his × mark.
PETER BLOOM, his × mark.

We, captain, civil and military commandant of the post of New Bourbon, of Illinois, do certify to my lord the intendant of Louisiana, that the petitioners are very honest individuals, exercising in a perfect manner the profession of masons, who have been of the most precious utility to the inhabitants of these districts since their arrival, as much for the construction of houses and chimneys free of catching fire (a l'abry du feu), as for the erecting of furnaces to smelt lead. We do certify, besides, that the greatest part of the said mason work being finished, and the said petitioners having the intention of

leaving this country, we have united our endeavors to those of Don Francois Vallé, commandant of St. Genevieve, to prevail upon them to remain, to which they have consented, upon the promise we have made to them to employ ourselves near his lordship the intendant, in order to have the concession which they solicit granted to them, to form thereon a plantation. The said land has not been granted to any person, and is, evidently, a part of the king's domain.

Done at New Bourbon, 15th June, 1802.

P. DELASSUS DE LUZIERE.
JULIUS DE MUN.

Truly translated. St. Louis, 12th December, 1832.

Number.	Name of original claimant.	Quantity. Arpens.	Quantity. Acres.	Nature and date of claim.	By whom granted.	By whom surveyed. Date and situation.	Evidence with reference to minutes and records.	Conflicting claims.
142	Sebastian Butcher and others.	1,600	.....	Petition and recommendation 15th June 1802.	....	.....	October 3d, 1811, board met. Present, John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners. Michael Butcher, Bartholomew Butcher, Bastien Butcher, and Peter Bloom, claiming 400 arpens of land, situate, water of the river St. Francis, district of St. Genevieve, produced a petition to the intendant, together with a recommendation from P. D. Delassus de Luziere, commandant of New Bourbon, dated 15th December, 1802. A plat of survey, dated 23d February, 1806, certified 23d February, 1806. It is the opinion of the board that this claim ought not to be granted.	

Michael Butcher, Bartholomew Butcher, Bastien Butcher, and Peter Bloom, claiming 1,200 arpens of land, situate on the waters of Big river, district of St. Genevieve, produce to the board the petition and recommendation, as in the foregoing claim, a plat of survey, dated 25th February, 1806, certified 28th February, 1806. It is the opinion of the board that this claim ought not to be granted. See book No. 5, page 352.

December 14th, 1832, F. R. Conway, Esq., appeared pursuant to adjournment.

Sebastien Butcher, and the heirs and legal representatives of Bartholomew Butcher, Michael Butcher, and Peter Bloom, claiming 1,600 arpens of land, (See Book No. 5, page 352, Record Book D, pages 46 and 47,) produce a paper purporting to be their petition to the intendant general of Louisiana, and a recommendation to the same, of Pierre Delassus de Luziere, commandant of New Bourbon, dated 15th June, 1802; also, a paper purporting to be a plat and certificate of survey, dated 25th February, 1806, by Nathaniel Cook, deputy surveyor.

The following additional testimony was taken in the foregoing case, in compliance with a resolution of this board of the 10th of October last.

The claimants state that, by virtue of their said claim, they located 400 arpens thereof about six miles from Mine a la Motte, as in their petition prayed for. That finding no other vacant land at that place of value for cultivation, they located the remaining twelve hundred arpens at a place on the waters of Grand or Big river, agreeably to the tenor of their said petition, and the plat of survey herewith shown to the board of commissioners. The petitioners further state, that the plat of survey for the said four hundred arpens, so located near Mine a la Motte, is now in the land office at Jackson, so that they can now produce it, but believe the same is on record in the office of the recorder of land titles in St. Louis.

Joseph Pratte, being duly sworn in this behalf, deposeth and saith that he has seen the recommendation of the said Luziere, late commandant of the post of New Bourbon, annexed to the petition of the said claimants for a grant or concession of sixteen hundred arpens of land; that he is well acquainted with the handwriting of said Luziere; and that the said recommendation, dated June 15th, 1802, and the signature thereunto affixed, are in the handwriting of the said Luziere. This deponent further saith that he is well acquainted with the handwriting of Ant. Soulard, late surveyor general of Upper Louisiana, and that his signature to the plat of survey here shown, is, as this deponent verily believes, genuine, and written by himself. This deponent further saith, that he is fifty-seven years of age, and has resided in St. Genevieve and vicinity, in what was formerly Upper Louisiana, all his life; that he is well acquainted with the nature of Spanish concessions, and requests and recommendations of commandant of posts, of which latter class the claim here shown appears to be one. That after the year 1799 or 1800, (as near as he can recollect,) the commandants did not give concessions, but recommendations to the intendant general at New Orleans, (as in this case,) and that said recommendations were uniformly considered of equal validity with concessions, and were passed and transferred from hand to hand as such, and that it was the uniform custom of the intendant general at New Orleans to grant and confirm all such claims.

This affiant further saith, that he has no doubt that the claim here shown would have been confirmed by the said intendant, under the usages and custom of the Spanish government; that he has known the said Sebastien (or Bastien) Michael, and Bartholomew Butcher, and Peter Bloom, to have come to the country in the year 1797; and that it was the custom of the government to give lands to persons of their description when applied for, and he has never heard that they received any other lands than those in the present claim mentioned.

J. PRATTE, } *Land Commissioners.*
L. F. LINN, }

John Baptiste Vallé, sen., being duly sworn in this behalf, deposeth and saith that he has seen the recommendation of the said Luziere, late commandant of the post of New Bourbon, annexed to the petition of the said claimants for a grant and concession of sixteen hundred arpens of land; that he is well acquainted with the handwriting of the said Luziere, and that the said recommendation to the intendant general, and the signature thereunto affixed, are in the handwriting of the said Luziere. This deponent further says that he was well acquainted with Antoine Soulard, late surveyor general of Upper Louisiana, and that his signature to the plat of survey here shown, this deponent believes to be genuine, and written by said Soulard. This deponent further says that he is now seventy-two years of age, and has resided in St. Genevieve, in the district (now county) of St. Genevieve, all his life; and is well acquainted with the manner of granting concessions by the Spanish government in Louisiana, and he always considered incipient titles of the kind here shown, as much entitled to a confirmation as any other, and that, frequently, lands granted by the said Spanish government were not surveyed until several years after they were granted and confirmed.

J. BAPTISTE VALLE.

And as a witness in this behalf, Mary Ann Laplante personally appeared before Lewis F. Linn, one of the commissioners appointed to settle and finally adjust the land claims in Missouri, and authorized by the said board of commissioners to receive testimony in this behalf, who being duly sworn, deposeth and saith, that she is about fifty-eight years of age; that she came from France to Upper Louisiana in the family of Mr. Luziere, late commandant of the post of New Bourbon, and has resided in St. Genevieve and New Bourbon ever since the said Luziere came to the country; that sometime before the change of government, (she thinks about the year 1802,) she was in the office of the said Luziere, (he being then commandant of the post of New Bourbon,) and saw Mr. Luziere writing a paper, which said Luziere then told her was a concession or grant of land to Bartholomew Butcher, Michael Butcher, Sebastien (or Bastien) Butcher, and Peter Bloom, which grant or concession said Luziere informed the witness was for four hundred arpens for each of said persons, for that, as those persons were such good stone masons, it was a great object to the people and the government of the country to have such good workmen and peaceable subjects retained in the country. This affiant being now blind cannot, of course, say whether the grant or concession, or recommendation, now shown to the commissioner, is the same she saw Mr. Luziere write. See Book No. 6, page 76.

her
MARY ANN × LAPLANTE,
mark.

L. F. LINN.

November 27th, 1833. The board met pursuant to adjournment. Present, L. F. Linn, A. G. Harrison, F. R. Conway, commissioners. Sebastian Butcher, Bartholomew Butcher, Bastian Butcher and Peter Bloom, claiming 1,600 arpens of land.

The board, although not considering themselves authorized by the provisions of the act of Congress to take cognizance of this claim, regarding it to be a meritorious claim, respectfully recommend it to the examination of Congress for confirmation.

L. F. LINN.
F. R. CONWAY.
A. G. HARRISON,

23D CONGRESS.] No. 1249. [1ST SESSION.

CLAIM FOR IMPROVEMENTS MADE ON CERTAIN LANDS IN INDIANA.

COMMUNICATED TO THE SENATE JUNE 10, 1834.

Mr. BIBB, from the Committee on the Judiciary, to whom was referred the resolution to inquire into the expediency of granting indemnity to Samuel and James Smith, of Indiana, for improvements made by them on certain property of the United States under a lease given to them by the trustees of the United States, reported:

That the president, directors, and company of the Bank of Vincennes, the State Bank of Indiana, were in arrear to the treasury of the United States, in the sum of $128,308, and, to secure the payment thereof, conveyed and assigned over to John Badollet, John C. Harrison, and Robert Buntin, lands and tenements, including a steam distillery, appurtenances, and fixtures, and notes, &c., in trust that they, or a majority, should sell and collect, and apply the proceeds to the payment of the debt due the United States, with legal interest thereon. The deed of trust contained an authority to the trustees, or a majority, to demise and lease the whole, or any part of the said lands, lots and houses, until such time as a sale or sales thereof could be made, and receive and take the rents, issues, and profits thereof; the rents and profits, and proceeds of sales of the property, to be paid into the public treasury of the United States until the debt should be extinguished.

The trustees, in the fall of the year 1827, agreed with James and Samuel Smith for the repairs of the tenement known as the steam distillery, then in a dilapidated condition, and for such alterations as to put the distillery in a state for useful and successful operation; the improvements and repairs to be compensated by a lease of the steam mill tenement for a time proportionate to the costs of the repairs and improvements. James and Samuel Smith, in pursuance of this agreement, took possession of the tenement, and made expenditures in repairs to the value of two thousand three hundred and eighty dollars ten cents. In making this arrangement, the trustees certify they were moved by the consideration that the steam mill tenement being untenanted, was going to decay, and they saw no probability of effecting a sale of the property in that dilapidated state.

After this agreement, and after the repairs were progressing by James and Samuel Smith, the trustees entered into an agreement with William H. Neilson for a conditional sale and purchase of a tract of about eighty acres, including the steam mill and the buildings near the same, as appears by articles signed and sealed by the trustees and said Neilson, bearing date on the 21st June, 1828. The trustees therein covenanted to put Neilson into immediate possession of the steam mill and buildings, and to continue him in the possession thereof for one year, to commence from the first day of July, 1828. Neilson covenanted to pay for the year a rent of two hundred dollars on the 1st day of July, 1829. The trustees covenanted to remit the rent, if Neilson should, "at any time previous to the 1st day of October next, (1828) make purchase of the said steam mill; otherwise, the same to be exacted and paid at the time above mentioned." It appears by the articles signed and sealed by the trustees, bearing date on the 27th December, 1828, annexed to the former agreement, that said Neilson "did, previous to the 1st day of October last, (1828) purchase of the trustees the property mentioned in the foregoing article, viz., the steam mill and the square of ground whereon the same is situate, together with the residue of the tract known as the steam-mill tract, adjoining the borough of Vincennes on the northeast, containing two arpens in width by forty in depth," for the sum of six thousand dollars.

The trustees covenanted to deliver to Neilson a deed for the premises, with general warranty, and Neilson covenanted to execute his obligations to the trustees for the payment of the price of six thousand dollars by six equal annual installments, the first installment to become due on the 1st day of January, 1830.

It appears by the certificate of the trustees, and by the articles themselves, that in the sale, and in the conveyance to Neilson, no mention or reservation was made of the right of James and Samuel Smith to the possession of the steam mill, according to the previous agreement between the trustees and Smith, of the year 1827, and the repairs and expenditures in pursuance of that agreement.

Furthermore, it appears that the trustees adjusted the expenditures of James and Samuel Smith at two thousand dollars, and did, by a writing under their hands and seals, bearing date on the third day of June, 1830, execute to said James and Samuel Smith, for and on behalf of the United States, and as trustees of the property so deeded in trust, a lease for the tenement used as the steam distillery for and during the term of ten years, beginning on the first day of January, one thousand eight hundred and twenty-eight, "for and in consideration of the sum of two thousand dollars by them (the Smiths,) expended on said premises; and the said James and Samuel Smith do agree to leave said distillery in good running order, with eighty tubs, and the necessary apparatus for working the same," &c.

The said Neilson sold the tenements purchased by him, including the distillery, to Morrison and Hunter, who threatened to dispossess James and Samuel Smith by law. They assigned their lease in 1830, to H. D. Wheeler, who abandoned the lease in 1831, in consequence of the claim of Neilson and his vendee; and Wheeler, the assignee of James and Samuel Smith, has successfully resisted the payment of the sum stipulated for the purchase of the lease, on the ground that they, the assignors, had no interest in the premises pretended to be assigned.

The trustees account for the delay in executing the lease to Smiths, by reason of the absence of Mr. Harrison, one of the trustees, connected with a delay in ascertaining the amount of the expenditures for repairs. They say, moreover, that the Smiths have received no compensation for their expenditures, except the short time of their occupation, from the date of their agreement in 1827, until the sale to Neilson in June, 1828, which time was occupied in making repairs; and from June, 1828, until the abandonment of the lease in 1831, the Smiths are bound to Neilson and his assignees for the rents and profits.

The committee cannot forbear to remark, that the trustees have managed this affair with the lessees, James and Samuel Smith, in a very awkward and confused manner. The idea seems to have prevailed that the trustees could not make a valid lease to endure beyond the time when a purchaser of the fee simple and inheritance should proffer an acceptable proposition; and this error has led the parties concerned into difficulties. The deed gives to the trustees an express power to "demise or lease the whole or any part of the said lands, lots, and houses, until such time as a sale or sales thereof can be made;" next, a power is given to them, whensoever thereto requested by the Secretary of the Treasury of the United States, to "sell and dispose of, for cash or on credit, on such terms, and in such parts or parcels, as to them shall seem most advantageous, all or any part of the lands, tenements, or hereditaments." And in the declaration of uses and trusts, the trustees are directed to "apply all and every the sum or sums of money, or other proceeds to be raised or paid by the rents or sales of the said lands," to the proper use of the United States. Under these powers and trusts, the trustees were to apply *rents* as well as *sales* to the uses and purposes of the trusts. The trustees had power to make a lease for a certain definite term, so as to invite a good tenant and a fair rent. They were under no necessity to insert a clause that the lease should cease as soon as a purchaser in fee should desire to make entry upon the premises; not the *duration* of the lease, but their discretion to lease or sell, was intended to be regulated by a bid for the fee simple. They were authorized to lease, and authorized to sell in fee, to receive the rents and apply them, or to sell the leasehold, with the accruing rents, together with the remainder, to a purchaser, and apply the purchase money. But after having made a sale of the fee simple, they had no longer a right to make a lease. If they had executed to James and Samuel Smith a lease for ten years, and then sold to Neilson in fee, the purchaser must have taken the estate subject to the lease. But, by suffering the agreement for the lease to remain in parol and in fieri, by covenanting with Neilson to deliver him immediate possession, and by delivering to Neilson a deed in fee, and afterwards executing a lease to the Smiths, the trustees made themselves responsible to Neilson for immediate possession, and responsible to the Smiths in case he was deprived, by their acts, of the benefit of the agreement for repairs.

It seems that the trustees intended to make the most of the property for the benefit of the United States; that their agreement with the Smiths was fairly intended to prevent the distillery and buildings from going to ruin, and to induce a better price from a purchaser. The mistake about their powers, and the manner of conducting the lease and the sale, have led the parties into perplexity, and the lessees to loss. But the United States have received the benefit of the expenditures of James and Samuel Smith for repairs. If the trustees had paid for these repairs, they would have been justly entitled to deduct them from the proceeds of sales, and the balance only would have been due to the treasury. As they did not pay, but have subjected the lessees to the loss, and the treasury is to receive the benefit of the sales, your committee deem it expedient that James and Samuel Smith should be remunerated for their expenditures in improving the property under their agreement with the trustees.

They accordingly report a bill for the relief of James and Samuel Smith, of Indiana.

23D CONGRESS.] No. 1250. [1ST SESSION.

ON CLAIM TO CERTAIN LANDS IN MASSACHUSETTS.

COMMUNICATED TO THE SENATE JUNE 10, 1834.

Mr. BIBB, from the Committee on the Judiciary, to whom the petition of sundry persons claiming as the heirs of Silence Elliot was referred, reported:

That the petitioners desire to be authorized to prosecute suits against the United States in the circuit court of the United States for the district of Massachusetts for the recovery of lands conveyed to the United States, and also that the statute of limitations may not be interposed as a bar. These petitioners, about thirty-two in number, present their claims as having originated many years ago—how long, is not stated; they say one John Haskins took out letters of administration upon the estate of Silence Elliot, from the judge of a court of probate who had no jurisdiction to grant them; whereby, they say, the said Haskins was not the administrator: yet, acting as administrator, he took possession of all the lands belonging to her, the said Silence Elliot, lying in the city of Boston, and sold the same, as he said, for the payment of her debts, procured the lands to be purchased at the sale on his own account, and held them until his death, since which the heirs of said Haskins have sold and conveyed many of the lots to individuals, and several to the United States, in the year 1817. That they instituted various suits against individuals, in one of which suits a verdict and judgment final, in the highest judicial tribunal of Massachusetts, has been rendered in favor of the petitioners; and all the other opposing tenants have compromised, and the suits have been amicably adjusted and withdrawn.

That they presented their petition to the Congress for leave to institute suits against the United States to try their title during their session of 1829 and 1830, which was rejected; since the rejection the term of forty years allowed by the statute of limitations, within which time their suits might have been instituted, has expired, to wit, on or about the 2d of August, 1830.

The committee have not been furnished with the record of the adjudication of Massachusetts, or any information as to the particular points litigated in the case which was adjudged. It is not pretended that any other than Haskins obtained letters of administration from any other court. Upon what fact or point the objection to the jurisdiction of the court of probate is now placed to oust that jurisdiction, and place it in another court, is not disclosed. When the lots were sold, whether then unimproved or improved, what length of time has elapsed since the letters of administration were granted by the court of seeming jurisdiction, does not appear. Certainly the cause of action accrued upwards of forty years past, and that is all that is certainly known about the case. The petitioners invite the Congress to dispense with the general rules that a government is not to appear as a defendant and wrongdoer before her own courts of justice, and also with the limitation of forty years, merely because a single individual defendant has failed in his defence, and others have bought their peace.

The committee do not think that the success of the petitioners in a single action, when the nature of the demand and defence is so little understood, is a sufficient reason for departing from settled rules and safe policy. They do not think it expedient for the government to put its title and possession, now incontrovertible, into controversy, when that controversy is to hang upon transactions of more than forty years' standing; nor to subject the lots to litigation after such long sleeping upon their supposed rights, when the delay is not explained nor excused; more especially when the claim of the petitioners appears to be founded in a technical nicety, too subtile to strike the vision of the court, and the actors of that day. The committee, therefore, recommend the following:

Resolved, That the prayer of the petitioners is unreasonable, and that it be rejected.

23D CONGRESS.] No 1251. [1ST SESSION.

PRIVATE LAND CLAIMS TO LAND IN ALABAMA.

COMMUNICATED TO THE SENATE JUNE 11, 1834.

TREASURY DEPARTMENT, *June* 11, 1834.

SIR: I have the honor to transmit a copy of two reports by the register and receiver of the land office for the district of St. Stephen's, Alabama, prepared in obedience to the 3d section of the act of Congress approved 2d March, 1829.

I have the honor to be, respectfully, sir, your obedient servant,

R. B. TANEY, *Secretary of the Treasury.*

Hon. MARTIN VAN BUREN, *Vice-President United States and President of the Senate.*

LAND OFFICE, *St. Stephen's, May* 23, 1834.

SIR: We have forwarded with this our reports, Nos. 5 and 6, under the 3d section of the act of the 2d March, 1829.

Very respectfully, your obedient servants,

JNO. B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

No. 5.

Abstract of claims to land situated east of Pearl river, west of the Perdido, and below the 31st degree of latitude, presented to the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, acting as commissioners, under the authority of the third section of the act of Congress of 2d March, 1829, entitled "An act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes."

No.	By whom claimed.	Original claimant.	Nature of claim.	Tract claimed.	Quantity claimed.	Possession. From	Possession. To	Remarks.
1	Peter Baptiste ..... Jno. Pierre Baptiste Bedo Baptiste ..... Usam Baptiste ..... Louis Baptiste ..... Harriet Baptiste....	John Pierre Baptiste.	Spanish grant from J. V. Morales, dated Jan. 30, 1808, being a confirmation of a grant from the governor of Louisiana, dated in 1792.	Forty arpens deep by the front, between Bayou Haman and the river Orbanne.	Unknown.	1803	1813	

LAND OFFICE, *St. Stephen's, Alabama, May* 23, 1834.

The foregoing claimants appear to have been residents of that part of Louisiana situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, on the 15th of April, 1813, and on that day, and for ten consecutive years previous thereto, to have been in possession of the tract claimed: it is therefore recommended for confirmation for the quantity contained in a league square, to include such lands as may have been heretofore confirmed under this title. All of which is respectfully submitted.

JNO. B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

No. 6.

Abstract of claims to land situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, presented to the register and receiver of the landoffice for the district of St. Stephen's, in the State of Alabama, acting as commissioners under the authority of the act of Congress of the 2d March, 1829, entitled "An act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes."

No.	By whom claimed.	Nature of claim.	Tract claimed, and where situated.	Possession. From—	Possession. To—
1	John Baptiste Bouzage.....	Possession 15th April, 1813, and for 10 consecutive years previous thereto	Bayou de Douse	1803	15th April, 1813.
2	John Ladnier	do do	On the sea coast at Biloxi...	1803	do
3	Heirs of Philip Saucier.....	do do	Mouth of the Wolf river.....	1798	do
4	Pierre Cano	do do	Bay of St. Louis.....	1798	do
5	Charles Favre	do do	do	1803	do
6	Louise Nicaise.....	do do	do	1798	do
7	Amelite Sissassier	do do	do	1801	do
8	John Baptiste Lardass	do do	do	1793	do
9	Dominique Ladner.....	do do	Bay of Biloxi.....	1798	do
10	Jarquean Ladner.....	do do	Bay of Biloxi.....	1798	do
11	Charles Asmar	do do	Pass Christien.....	1783	do
12	Claude Ladner.....	do do	Lake Borgne	1793	do
13	Valentine Burgois	do do	Bay of St. Louis.....	1798	do

LAND OFFICE, *St. Stephen's, Alabama, May* 23, 1834.

The foregoing claimants appear to have been residents of that part of Louisiana situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, on the 15th April, 1813, and on that day, and for ten consecutive years previous thereto, to have been in possession of the tracts claimed. It is the opinion of the undersigned, that, although the foregoing claimants have no written evidence of claim, they are entitled to a league square of land under the law, provided they had that quantity in possession; but, as they do not prove what the foregoing tracts contain, they are recommended for confirmation for such quantity as Congress may think proper to give. All of which is respectfully submitted.

JNO. B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

23d Congress.] No. 1252. [1st Session.

ON THE CONDITION OF THE LAND OFFICES, AND CONDUCT OF THE REGISTERS AND RECEIVERS THEREOF, DURING THE YEAR 1833.

COMMUNICATED TO THE SENATE JUNE 13, 1834.

TREASURY DEPARTMENT, *June* 12, 1834.

SIR: In obedience to a resolution of the Senate dated the 29th ultimo, directing the Secretary of the Treasury to communicate to the Senate "copies of the several reports made by the agents appointed to examine into the condition of the land offices for the sale of the public lands, and the conduct of the several registers and receivers during the year 1833, together with the documents and other evidence annexed to said reports," I have the honor to transmit duplicates and copies of the reports received from the several agents employed in the examination of the land offices, together with the documents and other evidences appertaining to the same.

In addition to the reports herewith transmitted, I would respectfully refer the Senate to that of J. A. Howard, Esq., showing the result of a further examination of the land office at Indianapolis, which is already in the possession of the Senate.

I have the honor to be, respectfully, sir, your obedient servant,

R. B. TANEY, *Secretary of the Treasury.*

Hon. M. VAN BUREN, *Vice-President of the United States, and President of the Senate.*

A.

LAND OFFICE, *Huntsville, Ala., July* 27, 1833.

SIR: Immediately upon my arrival at this place, I made known my appointment, by delivering your letter of introduction; and, as you informed me that the object of my mission was "to ascertain facts," I carefully abstained, agreeably to your instructions, from a disclosure of motives. I shall now proceed to state the result of my investigations upon all the matters to which my attention was directed by your instructions, commencing with an account current and inventory of the cash in the receiver's hands.

The receiver at Huntsville in account with the United States.

DR.

To sales of lands from 30th June to 27th July	$2,194 06

CR.

By balance due 30th June	$179 28
By balance due 27th July	2,014 78
	$2,194 06

The above balance was exhibited to me by the receiver as follows:

In forfeited land scrip	$652 16½
In Alabama State Bank notes	1,360 00
In specie	2 62½
	$2,014 78

I examined with care the ledger, journal, and register of receipts of the receiver's office, and compared the entries made in each with those made in the others, and satisfied myself of their accuracy; and I also found these books severally made up and posted to this day. I made a comparison of such a number of entries in the register of receipts with the register's entries of certificates of purchase, as convinced me of their strict accordance with each other. The entries in the register of certificates, journal, and ledger, have been made up to this day, and the tract books have been opened in the numerical order prescribed by the General Land Office, and the instructions relative to *quarter-quarter* sections have been complied with. I made a comparison between the tract book and township plat sufficient to satisfy me of their accordance with each other, and all the books and papers are in good order, and the entries made in a neat and legible hand. The furniture of the two offices, belonging to the government, consists only of two pine desks, worth about twelve dollars; but the officers have, at their own cost, supplied all the requisite furniture. Against the general conduct and character of the register and receiver I heard no complaints.

Since November, 1830, the receiver has purchased twenty-five or thirty tracts of land, all of which have been regularly returned to the General Land Office in his own name, and in no other way has he any interest, directly or indirectly, in public lands. The register being absent, I could obtain no certain information from him in relation to his purchases, but the receiver assured me that if the register owned any land it was duly entered according to law, and in his own name.

The permanent residences of the register and receiver are at Huntsville, but I found that when either of them was absent, the other acted in the double official capacity; they are also partners in trade. And I would respectfully suggest whether such a combination of interests and action is not calculated to destroy that wholesome check upon the conduct of registers and receivers which was contemplated by the act of Congress creating the two offices?

Respectfully submitted, &c. CHARLES BIDDLE.

Hon. ELIJAH HAYWARD, *Commissioner of General Land Office.*

B.

LAND OFFICE, *Tuscaloosa, Ala, August* 5, 1833.

SIR: Immediately after my arrival at this place, your letter of introduction made me acquainted with the register and receiver, and I proceed to answer the inquiries your instructions directed me to make, commencing with an account current of the receiver.

The receiver at Tuscaloosa in account with the United States.

DR.

To balance due 30th June, 1833		$1,889 68
To sales from 1st to 31st July		4,138 89
To sales from 1st to 5th August		599 25
		$6,627 82

CR.

By balance due 5th August		$6,627 82

The above balance of $6,627.82 was exhibited to me as follows, viz:

Notes of the State Bank of Alabama	$6,627 00	
Specie	82	
		$6,627 82

I examined with great care the ledger, journal, and register of receipts of the receiver's office, and compared the entries made in each with those made in the others, and satisfied myself of their accuracy; and I also found these books severally made up and posted to this day. I made a comparison of such number of entries of receipts with the register's entries of certificates of purchase, as convinced me of their strict accordance with each other. The entries are completed in all the before-mentioned books up to this day, and the tract books have been opened in the order prescribed by the General Land Office, and the law relative to quarter-quarter sections has been complied with. I made a comparison between the tract book and township plat sufficient to satisfy me of their accordance with each other, and all the books are in remarkably neat order, and the entries made in a neat hand. The office furniture of both offices consists of a large writing-desk and two small cases worth about twenty-five dollars. The receiver has an iron chest, private property. Against the conduct and character of the register or receiver I heard no complaints. Neither of those officers have ever been remotely interested in any land purchases, except in their own names, regularly returned with the quarterly returns to the General Land Office. They both reside in the town of Tuscaloosa.

Respectfully submitted, &c. CHARLES BIDDLE.

Hon. ELIJAH HAYWARD, *Washington City.*

C.

LAND OFFICE, *Demopolis, Ala., August* 12, 1834.

SIR: Owing to delays in transportion, or from some other cause, the books and stationery intended for the office have not yet arrived. I found, however, in use, a temporary register of receipts, and a temporary register of entry of certificates: these I scrutinized with great care, and compared the entries together, and found them all to correspond. I then deemed it necessary to compare each of those entries with the entries on the plats, and found them all correct.

The office furniture for the offices has been recently purchased, and cost the sum of seventy-five dollars and fifty cents. I beg leave to call your attention to the annexed letter from the register and receiver, asking for some additional furniture. They have not been engaged directly or indirectly in the purchase of lands. Against the conduct and character of the register and receiver I heard no complaint. As there was neither legder, nor journal, it became necessary to examine the register of receipts, in order to ascertain the amount due to the United States, which was found to be as follows:

Sales of lands from 15th July, 1833, when the office commenced, until 31st July, 1833, inclusive	$6,391 36
Sales of lands from the 1st to the 5th of August	1,300 58½
Sales of lands from the 6th to the 9th of August	844 54
	$8,536 48½

This sum of $8,536.48½ was exhibited to me as follows:

1. Forfeited land scrip	$158 70	
2. Notes of the Bank of the United States	1,470 00	
3. Notes of the State Bank of Alabama	4,320 00	
4. Notes of the Mobile Bank	861 00	
5. Draft of State Bank upon New York	1,500 00	
6. Draft of the United States' Bank upon Mobile	154 03	
7. Receiver's account for contingencies	72 75	
		$8,536 48½

All of which is respectfully submitted by your most obedient servant,

CHARLES BIDDLE.

Hon. E. HAYWARD.

The register and receiver of the land office at Demopolis would beg leave to call the attention of Col. Biddle, to the following facts:

The torn and defaced state of the maps greatly retards the examination of them, and is calculated to create mistakes in making entries. Many tracts of land are marked with the letter P., which is the mark of entry, and nothing appears on the abstract of sales furnished by the officers at St. Stephen's to show that such tracts have been entered; yet, in some instances, individuals have exhibited to us the receiver's receipts for tracts in that situation. It is but justice to the present officers at St. Stephen's to make known that most of the tracts in that situation appear to have been entered previous to their appointment to the office, yet it is probable the register at St. Stephen's can afford some information on the subject.

A list of such tracts will be forwarded to Col. B. at St. Stephen's.

Two tract books have been received from the General Land Office, the forwarding of which has not been announced by the Commissioner.

The abstracts of sales furnished by the officers of the land offices at Cahawba and St. Stephen's are deficient in some items necessary to enter the tract books, viz., "rate per acre," "amount of purchase money," "number of register's returns," "number of receipts," "number of certificates of purchase," "date of patent," "volume and page of, when recorded."

A copy of Clarke's Compilation of Land Laws has been promised by the Commissioner of the General Land Office, but not yet furnished.

The necessity of furnishing this office with an iron chest, for the safe-keeping of moneys, must appear obvious, when it is recollected that the situation of the office is on the bank of a navigable river, often frequented by numbers of boatmen, whose character for outrage and dishonesty is so well known; the resistance of two officers against an attack from a dozen such characters would not be sufficient for the protection of the public money. Other offices have been furnished with a similar one. A fire-proof chest would cost about one hundred and twenty-five dollars.

This being a new office, it became necessary for the receiver to procure office furniture; in doing so, it will be perceived that "he has had an eye to the strictest economy."

A. J. CRAWFORD, *Register.*

LAND OFFICE, *Demopolis, August* 12, 1833. THOMAS SIMPSON, *Receiver.*

Subjoined is a list of articles of office furniture procured for Demopolis land office:

Two desks, at $12	$24 00
One map table, with case	8 50
Two paper and book-cases, at $21.50	43 00
	$75 00

D.

LAND OFFICE, *Cahawba, Ala., August,* 1833.

SIR: After presenting your letters of introduction to the register and receiver, I proceeded to execute your orders, and annexed you have a statement of the results of my investigation and inquiries.

The following is an account current with the receiver:

The receiver at Cahawba in account with the United States.

DR.

To balance due 30th June, 1833, as per account	$560 47
Sales from 1st to 31st July, for cash	9,329 48
Sales from 1st to 16th August, for cash	8,989 93
Sales from 1st to 16th August, for scrip	79 87
	$18,959 75

CR.

By balance due 16th August, 1833,	$18,959 75

The foregoing balance was exhibited to me by the receiver as follows, to wit:

1. Notes of the State Bank of Alabama	$9,725 00
2. Notes of the Bank of Mobile	2,265 00
3. Notes of the Bank of the United States	2,630 00
4. Checks drawn by State Bank upon Mobile	305 00
5. Certificate of dep. at the Branch Bank, Mobile, credit of U. G. Mitchell, (but not as rec'r)	2,400 00
6. George M. Rivers' check on State Bank	100 00
7. Alexander Pope & Sons' check on United States Bank at Mobile	61 87
8. William P. Molett's check on United States Bank at Mobile	300 00
9. William Hendricks' draft at sight on Gale and Bowen, Mobile	200 00
10. William Hendricks' draft at sight on Gale and Bowen, Mobile	400 00
11. Jno. W. Willis' draft at sight on Turner and Lewis, Mobile	300 00
12. A certificate of forfeited land scrip	79 87
13. Specie	193 01
	$18,959 75

You will perceive in this list several private drafts and checks which I refused to take any notice of, until assured that they were received bona fide in payment for land, and not then until I ascertained that the receiver was a very wealthy man, and with perfect understanding as to his individual responsibility.

I examined with care the ledger, journal and register of receipts of the receiver's office, and compared the entries made in each with those made in the others, and satisfied myself of their accuracy, and I also

found these books regularly made up and posted to the 1st July last. I made a comparison of such a number of entries in the register of receipts with the register's entries of certificates of purchase, as convinced me of their strict accordance with each other. The entries in the register of certificates, journal, and ledger, have been posted up to the 1st of July, and the tract books have been opened in the numerical order prescribed by the General Land Office, and the law relative to *quarter-quarter* sections has been complied with.

I made comparison between the tract book and township plats sufficient to satisfy me of their accordance with each other. The maps are bound, but not canvased. They have paper pasted on the backs, and are so bound as to prevent them from being canvased, unless rebound which cannot be done in Alabama. Indeed, experience has taught the people of the south that those mischievous insects, the cock-roach, are more destructive to *canvas-bound* books than any other.

There should be cases made for the preservation of the paper of this office. They are now well labeled and neatly tied in bundles, but are placed on shelves unprotected from dust or insects. I have heard nothing prejudicial to the character or conduct of the register or receiver. The annexed list will show the extent to which they have purchased public lands.

The furniture consists of two desks and one iron chest; the desks are worth about $40, but the iron chest was received by the receiver from his predecessor, and its value unknown. All of which is submitted by

Your most obedient servant,

CHARLES BIDDLE.

To the Hon. E. HAYWARD.

A list of lands purchased in the name of Uriah G. Mitchell since the 1st day of January, 1830.

1831. May 28	Uriah G. Mitchell....	8,325	N. W. ¼.....	6	15	10	$163 65	1.25	$204 56
Aug. 2	do	8,672	E. ½ S. E. ¼.....	21	16	8	79 71	do	99 64
Nov. 12	David Rippetoe and Uriah G. Mitchell	10,021	S. E. F. W. Cooso....	9	21	16	157 15	do	196 44
1832. April 21	Uriah G. Mitchell....	11,972	W. ½ S. E. ¼	9	13	13	80 50	do	100 63
Aug. 30	do	12,601	South ½	35	18	7	320 00	do	400 00
do	do	12,602	N. E. ¼	35	18	7	160 00	do	200 00
do	do	12,603	W. ½ N. W. ¼	35	18	7	80 00	do	100 00
do	do	12,604	N. W. ¼	36	18	7	161 00	do	201 25
do	do	12,605	S. W. ¼	36	18	7	161 00	do	201 25
Nov. 22	do	13,735	N. E. ¼	36	18	7	161 00	do	201 25
do	do	13,734	Entire section	25	18	7	647 84	do	809 80
do	do	13,733	do	26	18	7	641 44	do	801 80
Dec. 3	do	13,932	E. ½ N. E. ¼	27	18	7	80 25	do	100 31
do	do	13,933	N. W. ¼ of N. E. ¼....	27	18	7	40 12½	do	50 16
Dec. 12	do	14,117	S. E. ¼	36	18	7	161 00	do	201 25
1833. June 3	do	15,292	E. ½ S. W. ¼	9	13	13	80 50	do	100 63
do	do	15,293	E. ½ S. E. ¼.....	9	13	13	80 50	do	100 63
1832. Sept. 10	do	26	In lot No. 24, in town Wetumpka				50	.....	24 00
do	do	27	do 26, do				50	.....	22 50
Sept. 11	do	163	Out 145, do				5 00	.....	42 00
							$3,261 66½		$4,158 10

E. E.

RECEIVER'S OFFICE, *Cahawba, August* 17, 1833.

U. G. MITCHELL, *R. P. M.*

All the above tracts belong to me at present, except one, namely, E. ¼ S. E. ¼, 21 16 8, which I sold for a sum of money which I do not now recollect, but I am certain that it did not exceed legal interest upon the sum paid by me.

U. G. MITCHELL.

Lands purchased by A. Saltmarsh, since the 15th July, 1831.

1831.							
August 3....	Lot C., F. W....	6, 14	16	9	$141 12	$1 25	
do	W. ½ S. W. ¼...	14	16	9	89 00	1 25	
do	W. ½ N. W. ¼...	14	16	9	89 00	1 25	Public sale; retained for my own use.
August 3, 4..	S. E. ¼.....	15	16	9	158 90½	2 65 1 30	Public sale; retained for my own use.
August 3....	E. ½ N. E. ¼....	23	16	9	79 00	1 25	
1832.							
Nov. 29....	W. ½ S. W. ¼...	23	16	9	88 00	1 25	
do	W. ½ N. W. ¼...	23	16	9	88 00	1 25	Private entry.
Nov. 20....	W. ½ S. W. ¼...	35	16	9	79 87½	1 25	
Octo'r 6....	S. E. ¼.....	21	15	8	160 75	1 25	
1831.							
Oct. 17....	N. W. F. E. A ..	30	11	6	110 70	1 25	Sold on two years' credit at $400, to A. K. Smith.
1832.							
Sept. 10....	Lots in the town of Wetumpka.....		No. 31		16 00		Public sale.
do			32		12 00		
do			33		23 50		
1833.							
June 7....			170		54 00		Private entry.

A. SALTMARSH, *Register.*

All the above tracts are at present owned by me, except the N. W. F. E. A., which is sold to A. K. Smith on two years' credit, for $400.

A. SALTMARSH.

For the purchase of all the above-named tracts of land, application was made to the Surveyor General of this district, and I presume the necessary certificates of purchase have been forwarded to the General Land Office.

A. SALTMARSH, *Register.*

August 17, 1833.

E.

LAND OFFICE, *Sparta, Alabama, August*, 1833.

SIR: Upon my arrival at this office I proceeded, agreeably to your instructions, to inquire into the manner in which its affairs have been conducted; and I now lay before you the result of that investigation.

The following is an account current of the receiver:

The receiver at Sparta in account with the United States.

DR.

1833.		
January 1.	To balance	$241 64
March 31.	To sales this quarter	2,098 23
June 30.	do do	1,152 52
August 22.	do to this day	599 97
		$4,092 18

CR.

1833.		
June 30.	By salaries, &c., the two quarters ending this day	$544 19
August 22.	By balance	3,547 99
		$4,092 18

As the receiver had made no deposit to the credit of the government during the whole of the present year, and as he contemplated removing to another part of the State, I most strenuously urged upon him the propriety, and, indeed, necessity, of immediately placing to the credit of the treasury, in the Branch Bank of the United States at Mobile, the balance due. This was accordingly done, after deducting the probable expenses for the quarter ending the 30th September, 1833. The deposit was for $3,232.13, of which you were apprised by mail.

In the receiver's office no entry has been made in the ledger since 31st December, 1832. The journal is made up to 30th June, 1833. The register of receipts is made up of a few sheets of paper stitched together, from which the entries are copied into the journal. In the register's office, the register of certificates is made up to the 23d August, 1833; the ledger to the same period, and the journal to the 9th of the same month.

Under these circumstances, and finding the receiver's books so loosely kept, I compared them with those of the register, and was pleased to find no discrepancies. The tract books have been opened in the numerical order prescribed by the General Land Office; and the law relative to *quarter-quarter* sections has been complied with. I made a comparison between the tract book and township plats, sufficient to satisfy me with their accordance with each other. Against the general conduct or character of the register or receiver I heard nothing, although I regret to say that the books of the receiver are not so well kept as some others. The furniture of the two offices consists of two old book-cases; worth about ten dollars. The township plats are, most of them, pasted on cotton cloth; and a few are not pasted at all: some are in half binding, and some have nothing but paper covers.

Your most obedient servant,

CHARLES BIDDLE.

Hon. E. HAYWARD.

The register has never purchased any land. Enclosed is the receiver's return.

Return of the register of the land office at Sparta, Alabama, referred to in the preceding letter.

Date of receipt.	No. of receipts.	Land, by whom purchased.		Tract purchased.			Quantity.		Price per acre.	Amount of purchase money.	Number.
		Name.	Residence.	Section, or part of.	Township.	Range.	Acres.	100ths.			
1833. July 25	1445	John S. Hunter	Conecuh county	W. ½ N. W. ¼ section 15	5	11	80	....	$1 25	$100 00	1
do	1450	do	do	W. ½ N. E. ¼ section 20	5	11	79	91¼	1 25	99 89	2
do	1452	do	do	E. ½ N. W. ¼ section 21	5	11	79	81¼	1 25	99 76½	3
do	1453	do	do	W. ½ N. W. ¼ section 21	5	11	79	81¼	1 25	99 76½	4
do	1455	do	do	E. ½ S. E. ¼ section 21	5	11	79	81¼	1 25	99 76½	5
do	1456	do	do	W. ½ S. E. ¼ section 21	5	11	79	81¼	1 25	99 76½	6
1830. Nov. 10	1299	do	do	W. ½ N. W. ¼ section 13	4	29	80	50	1 25	100 12½	7

All the above tracts have been recently sold, except tract No. 2, bought as executor, and retained as such over the estate of U. L. Hunter, deceased; and tract No. 7, bought for the benefit of George E. Jones and myself; and since or near the date of purchase, I have sold my interest to said Jones; and, as now remembered, at one hundred and thirty dollars. Tracts Nos. 1, 3, 4, 5, 6, containing three hundred and ninety-nine acres and twenty-five hundredths, have been recently sold at the price of three dollars fifty-three and seven-eighths of a cent. SPARTA, *Alabama, August* 23.

J. L. HUNTER, *Receiver, Sparta, Alabama.*

The sale of five tracts, last mentioned, sold to my father, Mr. U. Hunter.

F.

LAND OFFICE, *St. Stephen's, Alabama, September*, 1833.

SIR: Agreeably to your instructions, I have examined the condition of the register and receiver's offices in this place, and now beg leave to report the result of that examination.

I shall first state an account current between the government and the receiver:

The Receiver at St. Stephen's in account with the United States.

DR.

1833. June	30.	To balance, as per account rendered	$4,917 06
1833. July	31.	Amount of sales this month	1,196 93
1833. August	31.	do do	110 48
			$6,224 47

CR.

1833. August	31.	By contingent expenses	$22 80
		Balance	6,201 67
			$6,224 47

The foregoing balance of $6,201.67 was exhibited to me as follows, viz:

1. A certificate of payment made by James S. Duval, on the 29th May, 1833, at the Treasury of the United States at Washington city	$799 00
2. Notes of the Bank United States	4,575 00
3. Notes of the State Bank of Alabama	350 00
4. Notes of the Bank of Mobile	395 00
5. Certificate of deposit in Branch Bank, Mobile	78 35
6. Specie	4 32
Total	$6,201 67

I examined with care the ledger, journal, and register of receipts of the receiver's office, and compared the entries made in each with those made in the others, and was satisfied of their accuracy. The journal and ledger are posted to 30th June, 1833, and the register of receipts is made up to this day. I made a comparison of such a number of entries in the register of receipts with the register's entries of certificates of purchase, as convinced me of their strict accordance with each other. The entries in the register of certificates is made up to the 31st July, and those in the journal and ledger to the 30th June, 1833; and the tract books have been opened in the numerical order prescribed by the General Land Office, and the law relative to *quarter*-quarter sections has been complied with. I made a comparison between the tract book and township plats, sufficient to satisfy me of their accordance with each other. The furniture consists of a pine desk and book-case, valued together about fifteen dollars. Most of the township plats are in a torn and defaced condition; and although new ones were supplied about one year ago in place of many of the worst of them, yet they have never been pasted on canvas nor bound, nor are the entries transferred from the old to the new ones; in fact, they remain in the office precisely as they were received. The register's office at St. Stephen's is the repository of very valuable papers to the citizens south of the 23d degree of latitude, embracing Spanish grants and titles to property of immense value. These papers are now very insecurely kept in the back room of a frame store-house, and appear to attract but little attention from those in whose custody they are placed.

The receiver has purchased no land. Annexed is a list of that purchased by the register.

All of which is submitted by your most obedient servant,

Hon. E. HAYWARD. CHARLES BIDDLE.

1830. July 29. John B. Hazard, fractional section 7, T. 15, R. 1 east, 58 acres, at $1.25, $72.50.
John B. Hazard, S. W. subdivision, No. 2 of fractional section 8, T. 15, R. 1 E., 106 acres at $1.25, $132.50.
John B. Hazard, S. E. subdivision, No. 3 of fractional section 8, T. 15, R. 1 E., 112 acres, at $1.25, $140.00.

1831. July 25. John B. Hazard, S. W. division D., section 29, T. 7 R. 1 west, 110 acres, at $1.25, $137.50.

The above are the only tracts of land purchased by the register of the land office at St. Stephen's since the year 1829.

JOHN B. HAZARD, *Register*,
By JESSE WOMACK, *Clerk*.

G.

LAND OFFICE, *Tallahassee, Florida, October*, 1833.

SIR: Upon my arrival at this place, I presented your introductory letter to the register and receiver of public moneys, and proceeded to an investigation of all the matters contained in your instructions; the result of which I beg leave now to communicate.

The following is an account current of the receiver with the government:

The receiver of Tallahassee in account with the United States.

DR.

1833. June 30.	To balance as per account forwarded to Washington	$4,929 01¾
1833. Sept. 30.	To sales since 30th June	3,330 68¾
		$8,259 70

CR.

1833. May 27.	By cash deposited	$200 00
1833. May 30.	By cash deposited	106 17
1833, July 27.	By cash deposited	96 10
1833. Sept. 30.	Cash paid R. Butler	1,145 00
	Cash paid R. K. Hall, Esq.	3,125 00
	Expenditures	250 00
	Commission account	70 41
	Balance	3,267 02
		$8,259 70

The above balance of three thousand two hundred and sixty-seven dollars and two cents was exhibited to me as follows:

1.	Notes of the United States' Bank	$250 00
2.	Notes of Mobile Bank	100 00
3.	Notes of Bank of Florida	2,770 00
4.	In specie	147 00
		$3,267 02

Annexed is a paper marked *a*, containing a more particular account of the items credited in this account current.

I examined with care the ledger, journal, and register of receipts of the receiver's office, and compared the entries made therein, and also with each other, and satisfied myself of their accuracy, and also found those books made up and posted to the 1st October, 1833. I made a comparison of such a number of entries in the register of receipts with the register's entries of certificates, as convinced me of their strict accordance with each other.

The register's office has been negligently kept, as you will believe, when I state that, although the register of certificates is made up to 30th September, 1833, and the journal of entries up to 30th June, 1833, yet the journal has never been added up since 1st June, 1828.

The entries in the ledger of sales are up to the 30th September, 1833; but no additions have been made since 30th June, 1828, with a few exceptions, and they are noted in pencil marks. The register's son (who is de facto register) promised me that these omissions should be promptly supplied, and should not occur again. The tract books have been opened in the numerical order prescribed by the General Land Office. I made a comparison between the tract book and township plat; and, having early discovered one error, I was induced to occupy much time in further investigation, and I believe, with that one exception (which was promptly corrected,) the tract book and township plat are in accordance with each other. Two desks, worth about thirty dollars, is the furniture of the register's office, and one desk and one iron chest, worth about one hundred and ten dollars, is the furniture of the receiver's office. Against the character or conduct of the register or receiver I heard nothing.

All of which is submitted by your obedient servant,

CHARLES BIDDLE.

Hon. E. HAYWARD.

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a.

1838.	The United States, DR.	
Sept. 30.	To cash for this sum deposited in Branch Bank United States at Charleston, to the credit of the United States' certificate of deposit, dated 27th May, 1833	$200 00
	To this sum deposited in the same bank to the same credit, certificates of deposit, dated, the first, on the 28th, and the second the 30th May, 1833	106 17
	To this sum deposited in the U. States' Branch Bank at Nashville, certificate dated 27th July, 1833	96 10
	To this sum paid Robert Butler, surveyor, salary for the quarter ending this day,	1,145 00
	To amount of my salary as assistant counsel of the government in defending the land claims of the United States in Florida for the 3d and 4th quarter of the year 1832	1,250 00
	To amount of my salary for the 1st, 2d, and 3d quarters of the present year, 1833, in the same capacity, and at the same rates	1,815 00
	To incidental expenses, DR.	
	To cash for amount of expenditure under that head during this quarter, explained in that account	250 00
	To commission account, DR.	
	For this amount explained in that account	70 41
		$,4992 68

Transcript from the journal of the receiver's office.
TALLAHASSEE, (FLORIDA.)

H.

LAND OFFICE, *St. Augustine, Florida, October* 30, 1833.

SIR: Immediately after my arrival at this place, your letter of introduction made me acquainted with the register and receiver of public moneys, and I proceeded to an examination of the condition of their offices. It is with much regret that I am compelled to state that the receiver's books and papers are in a very confused situation. In the ledger there are neither debits nor credits entered in his account with the United States since December, 1831; but as no sale of public land appears to have been made since that period, and as he admits having received his salary from Washington, and as he assures me that his account was fully adjusted at the seat of government last summer, I must presume that you have been satisfied of the accuracy of his statements. The last sale which appears upon the receiver's books was made 9th November, 1831; but it appears by the books of the register that a sale was made of 160 acres a few weeks since, but no entry is yet made of it by the receiver. The first sale made at this office was to Reuben Charles, of 80 acres, at one dollar twenty-five cents per acre. The amount of this sale has never been credited to the United States on the ledger, although the receiver assures me that it has been accounted for to the government; yet he has no voucher to prove the fact. The circumstances above stated will account for the absence, in this report, of any account current or account of moneys on hand at this office. But as the salaries payable to the register and receiver exceed six times the amount of sales of the public lands at this office, I presume that the Treasury Department will always hold a sufficient pecuniary check upon the receiver. The total amount of sales at this office, since its establishment, has been *one thousand five hundred and sixty-eight dollars and fifty-five cents*, being in payment for 1,255 acres of land. With a knowledge of this fact, it will not be difficult to adjust the receiver's account since the commencement of his official career.

There having been but twelve sales of land, I deemed it proper to examine all of them through all their stages in the books, papers, and plats, in both offices. I found six of them on the journal which did not correspond with those on the register of receipts—the errors I had corrected.

With regard to the register's office, as I have stated above that I examined *every* entry of land through *all* its stages, it is only necessary to say that I found them all perfectly correct, and the books and papers kept in a manner highly creditable to that officer.

The receiver's furniture is a pine table, worth about three dollars; and the register's a pine table and a book-case, worth about ten dollars.

Against the general conduct and character of the register and receiver I heard no complaints.

All of which is submitted by your most obedient servant,

CHARLES BIDDLE.

Hon. E. HAYWARD.

WASHINGTON, *Arkansas Territory, September* 19, 1833.

SIR: I have the honor of enclosing you my report to the Commissioner of the General Land Office, dated this day.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

Hon. WILLIAM J. DUANE, *Secretary of the Treasury.*

WASHINGTON, *Arkansas Territory, September* 19, 1833.

SIR: On my arrival at this place, I found the land office shut. The register, Samuel M. Rutherford, had resigned, and was at Little Rock; and the receiver had gone, it was supposed, to Natchez, to make a deposit. No agent being left, it was out of my power to look at the papers and books, and going through the examination of the office; but, as far as my information goes, the receiver and late register have given, in their original capacities, no ground for complaint.

Finding myself still very weak, I concluded that I should stop at the hot springs, and spend there a week; which proved of little utility, from the constant rains experienced, which so deluged the country as to stop all communication between Little Rock and this place. I reached here with much difficulty, and I could almost say at the risk of my life. On the road to Ouachita, (or Monroe, as it is called here,) the bridges have all been swept away, and the country overflowed, so as to make it doubtful whether I shall not be forced to return to Little Rock, go down the Arkansas river, and proceed through the State of Mississippi. The return of the receiver is very uncertain, and cannot take place before twelve days at soonest. The weather is not yet settled, and if the rains, which have been incessant for a fortnight, set in again, I shall find myself completely blocked up here. I do not suppose that it is your wish I should waste so much time on a single office, and will therefore, after to-morrow, attempt the road to Ouachita.

Information of various kinds, which I am recommended by your instructions to obtain, oblige me to have, on the subject of the lands, frequent conversations with the country people, and I am thus put in possession of knowledge which, although of a different nature from that sought after, may sometimes prove useful. I have found that the people in the vicinity of the hot springs are very desirous of having that part of the country surveyed; and, above all, to see the claims to these hot springs well established, that the premises may be placed on a respectable footing, and become a point of attraction alike to the fashionable and invalid. The whole country around would be thereby greatly benefited. Different competitors lay pretensions to the prize; but in this present state of uncertainty, none is willing to go to the expense of making that place one of general resort. The short and imperfect analysis I made of the waters did not show them to be different from common water, except in the small quantity of lime held in solution, and in their being saturated with carbonic acid, the gas of which bubbles up on the surface: they may, therefore, be drank with safety, although heated to 150° of Fahrenheit. The country all around abounds in minerals. In Magnet cove, fourteen miles from these springs, I have picked up native

iron and loadstones, specimens of which I have with me. Tin, I am told, has also been found in the hills. This is a district for a mineralogist to visit. The people, aware of the natural advantages of the soil, are desirous that surveys should be made with a view to entering the land and making permanent establishments. I have recommended presenting a petition; but, from what I have seen, the surveyor general should be allowed a greater number of assistants—cries for surveys are made from every quarter, and yet the work is going on at a snail's pace, very, very far indeed from meeting the exigencies of the community. I consider this a very important point, and beg leave to call to it the attention of the department. In the meantime the best sections of land become the prey of hungry speculators, who under the mask of public good and feeling for the poor settler, are doing their utmost efforts to have a petition signed praying for a law, "granting pre-emption rights to those that have or *may* settle upon unappropriated lands." I enclose you the petition to which they invite the signature of every individual, interested or not. Its second paragraph makes it evident that the views of those who framed the petition are to obtain the choice lands at a *minimum* price, make partial settlements, and retail them out at an advance. The poor settler would derive no benefit from the passage of such a law; for, with their means of obtaining speedy information from Washington, these wily speculators would soon purchase from the ignorant the very titles which they pretend to secure. I have now traveled eight hundred miles through this Territory, and can certify that, in no instance whatever, have I heard the class of poor settlers complain of the present laws. The object of most of them, in settling upon unsurveyed lands, is to enjoy a wider range, and possess the lands without paying for them. When a sale, however, is made of these, they generally get paid for their improvements, and then go and recommence in another quarter. To this nomad and numerous class of settlers, the passage of the wished-for law would be of no avail. The only part of it that deserves attention, is that which would secure the settler against floating claims. But the New Madrid claims have, I believe, been all located, and the location of the remaining, Lovely, is rendered almost impossible: those last, indeed, have been a great curse to the country, and have fraudulently wrested from the United States vasts tracts of land. I conclude by expressing a wish that the proposed law may not pass, and that the authors of the petition find, (to use their own words,) no protection under its tail.

I have in this report gone beyond the limits assigned me; but it is difficult to abstain from touching upon subjects that have such a close connection with my duties. I always place much reliance upon your indulgence.

I remain, very respectfully, sir, your obedient servant, V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

LITTLE ROCK, *September* 7, 1833.

SIR: I have the honor to remit a duplicate of the report of my examination of the land office at this place, together with the documents appertaining thereto.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Hon. WM. J. DUANE, *Secretary of the Treasury.*

LITTLE ROCK, *Arkansas Territory, September* 7, 1833.

SIR: Having set out from Fayetteville earlier than I intended, I arrived here on Sunday, the 1st instant, and commenced my examination on the 2d. It has lasted longer than usual, from the circumstance of the books not being made up by the agent of the late receiver. The balance due by Archibald Yell was also differently stated between the present officers and the sureties of the late receiver, and was made to amount to two hundred dollars, or thereabouts. No one seemed disposed to make up the books, the ledger being in arrear from July, 1832. I thought I was not overstepping the limits of my duty in putting that part of the office in order. I have, therefore, posted the ledger, closed on the books the old commission, incidental expenses, cash and sales of land accounts, opened one to Archibald Yell, late receiver, and left it debtor in the sum of $474.95, whilst the United States' account stands creditor in the like amount. When payment is made, these two accounts will be closed by the present receiver by making his cash account debtor to Archibald Yell, and the United States debtor to cash for the amount there was deposited. I enclose you the account current furnished the sureties of Archibald Yell. The references to the journal are with a view to their being able to compare on the books. I beg leave to refer you to my notes and remarks contained in the said account.

I arrived here as the present receiver was making his monthly return. The balance on hand consisted of:

$100	00	in a note of the Bank of New Orleans.
20	00	do Union Bank of Louisiana.
10	00	do Bank of Louisiana at New Orleans.
5	00	do New Orleans Canal Banking Company.
20	00	do Planter's Bank at Natchez.
100	00	in a note, }
10	00	do } of the Bank of Maryland, at Baltimore.
390	00	in five's, }
675	00	notes of the United States' Bank and branches.
78	75	in forty and twenty-franc gold pieces, taken at 93¾ c. the five francs.
12	28	silver.
$1,421	03	

The register of receipts was brought up to the day, the journal to the 31st of July, and ledger to the 30th of June. He is in the habit of posting his ledger every three months only, his instructions to the contrary notwithstanding. His first cash entries in the journal were not entered according to form, although correct as to result. He does not appear to understand book-keeping much, (which, by the bye, very, very few officers do,) and consequently, although correct in the ledger, the accounts in that book have very little reference to the entries in the journal. This voluminous, costly, and time-losing system of book-keeping of the land officers ought to make way for one much more simple and equally clear, or more so; for which I will take the liberty of presenting a report so soon as I have gone through my present mission, which I hope to terminate towards the middle of December next.

All the books have been minutely examined from January last, and, although the errata are stated at foot, I beg leave to draw your attention more particularly to two errors, as I suspect you will find them, in the quarterly return and abstract for July, and they might lead to a wrong issuing of the patents. June 13, No. 430, William Wilson of Pulaski county, E. ½ of S. W. quarter section 4, township 1, north, R. 12 west; instead of E. ½ of the S. W. quarter, he had it S. E. quarter, and the error ran through all the books. The second is this: July 3d, No. 436, Abijah Davis, Pulaski county, N. W. quarter of the N. W. quarter of section 1, township 2, south R. 16 west. In all the books, instead of township 2 south, he had it 1 north.

The books had no doubt been compared by the two officers, but the fact is, that the ear, fatigued by the monotonous repetition of the rhumbs, becomes callous, and can scarcely distinguish any. For this and other reasons I never suffer the officers to assist me in my investigations, the eye, in this case, being a surer detector than the ear.

The register's register of certificates was up to the day, the journal to the 31st of July, and the ledger to the 30th of June, he not posting but every three months. All three books I found without any error, excepting that the section, townships, and ranges of Nos. 400, 429, 448, and 461, were not mentioned on any of them. Mr. Smith, the register, writes rather a bad hand, but I believe he is very correct.

It appears that Carl Sandherr, No. 452, had applied for N. W. ¼ of S. W. ¼ of section 35, 1 north and 14 west, and 453 N. E. ¼ of N. W. ¼ of section 34, 1 north and 14 west. This is the way I found it entered on the plats, although in all the books of the receivers and registers the township had been corrected to south. In the application the correction had also been made from north to south. It turns out, nevertheless, that all the corrections are wrong, and that, as I have been informed by the receiver, the tracts purchased actually stand in township one north. Of this I have no evidence, but it would perhaps be proper to delay issuing the patent until this matter was cleared up.

The townships north have not yet been opened on the tract books. These tract books are opened in irregular series as usual. The township plats are pasted on canvas, and have a pasteboard cover; they open very clumsily, otherwise they are in good order. The office is neat, the papers in good order, and the officers, as far as I can judge, fully competent. The office is in town, although the officers live on the skirts of it—it extends one mile. The receiver keeps the money at his house, and the register also keeps at his house all his books, with the exception of the plats. This is one of the reasons why my examination has taken up more than my customary time.

The present register has entered at Batesville the ground on which he lives, to wit: E. ½ of S. W. ¼ of section 10, 1 north, 12 west.

My examination has ended to-day, making six days. I leave to-morrow for Washington, if I can complete my writing. I have drawn one hundred dollars from this office.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

P. S.—I enclose a list of the furniture of the land office.

Errata in the receiver's books.

416. In the journal 76 acres instead of 76.04.

448. N. W. ft. qr. of section, the number of the section and the word township omitted in the journal.

449. In the journal, township 4 south should be 4 north.

376. In the journal, 149 acres, $186.50 should be $186.25.

March 31, folio 68 of the journal, cash to new account $263.36, should be $263.42.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Archibald Yell, Esq., in account current with the United States, as late receiver of public moneys at the land office at Little Rock, Arkansas Territory.

DR.

1832.		Journal folio.	
March 28	To cash from sales of public lands, from 322 to 339	55	$1,775 04
June 29	do do 340 to 354	58	1,560 87
July 2	do do 355 to 356	60	200 00
August 15	do do 357 to 361	60	400 00
October 6	do do 362 to 377	62	955 74
1833.			
Jan. 16	do do 378 to 389	64	1,076 24
16	To overcharge on No. 17, which ought to be $7.20 instead of $14.40—difference	.....	7 20
16	To annuling charge No. 20, Mr. Archibald Yell not being entitled to any salary, having resigned on the 31st December last	.....	23 45
16	To balance due by Archibald Yell, Esq.	.....	474 95
			$5,998 54

Cr.

1832.	No.		Journal folio.	
March 31	1	By incidental expenses—see journal for the details	56	$297 75
31	2	By commission account, do do	56	20 94
June 29	3	By so much deposited in the bank at Nashville	58	1,200 00
29	4	By traveling expenses and commission on transportation of money	58	79 20
29	5	By commission on $1,200 deposited, and $79.20 charges	58	12 93
30	6	By paid E. Hayward's draft in favor of William S. Fulton, 14th inst	59	250 00
30	7	By incidental expenses—see journal	59	269 31
30	8	By register and receiver's commission on lands sold, 2d quarter	59	21 00
August 21	9	By incidental expenses—see journal	60	13 37
23	10	By so much deposited in the United States' Branch Bank at New Orleans, 14th ult	60	950 00
23	11	By incidental expenses, 1,200 miles traveling to New Orleans to make the deposit	61	72 00
23	12	By commission on the deposit of the above	64	5 70
Sept. 30	13	By register and receiver's salary for 3d quarter	64	250 00
30	14	By register's commission $12.55; receiver s commission $2.65	65	15 20
Nov. 21	15	By deposited in the New Orleans Branch Bank	65	1,200 00
21	16	By traveling expenses in making deposit, $72.00; commission on disbursements, $12.99	65	84 99
21	17	By commission for depositing the above	65	14 40
Dec. 31	18	By incidental expenses—see journal	65	298 77
31	19	By traveling expenses, 1,200 miles, in making deposit	65	72 00
1833.				
Jan. 17	20	By receiver's salary from 1st to 17th of this month	65	23 45
17	21	By commission of the register	65	9 71
17	22	By commission of the receiver	65	2 8[illegible]
April 20	23	By so much deposited in United States' Branch Bank	65	360 00
20	....	By balance due by Archibald Yell, Esq	.....	474 95
				$5,998 54

Errors and omissions excepted, and subject to the revision and approval of the Secretary of the Treasury.

V. M. GARESCHE,
Examiner of the land office in Arkansas Territory.

Little Rock, *Arkansas Territory, Sept.* 3, 1833.

Nos. 1, 2, 7, 9, 18. The details of these numbers may be found out by referring to his return. I thought it useless to copy details already admitted, and to which you can still have reference.

No. 17. I have taken upon myself to correct this charge, which embraces compensation for going and coming.

No. 20. This charge could not be tolerated; his commission being out, he could not, of course, be entitled to any salary; you will decide if he deserves a compensation. It is to be observed that it was not Mr. A. Yell, but his agent, that conducted the office, and received, as I am informed, one-half of the salary and perquisites.

Nos. 21, 22, are not detailed in the journal; they stand as I have copied them. You will decide on the justice of allowing compensation for depositing such a paltry sum as $360, especially when the balance due was $834.95, the better half of which was retained and is still due, and the money deposited arose from sales made when the commission was out.

No. 23 is stated with its journal date. Nos. 19, 21, 22, although under a prior date, refer to this deposit.

Furniture belonging to the United States, in the office of the receiver at Little Rock, Arkansas Territory, viz:

White pine desk, with compartments for books and pigeon holes inside, cost, per entry in journal, $27.25	$25
Iron chest, about five feet long, amount drawn upon the treasury	221
	$246

Furniture in the office of the register, also the property of the United States, viz:

A writing desk, the same as above	$25
Book-case and press, with shelves, made of cherry, cost per journal, $40	30
	$55

V. M. GARESCHE.

Little Rock, *Arkansas Territory, September* 7, 1833.

Fayetteville, *Arkansas Territory, August* 24, 1833.

Sir: I have the honor of forwarding to you copies of my reports to the Commissioner of the General Land Office, one dated Batesville, in this Territory, the 15th instant, and the other dated this day, and from this place.

I remain, very respectfully, sir, your most obedient servant, V. M. GARESCHE.

Hon. William J. Duane, *Secretary of the Treasury.*

BATESVILLE, *Arkansas Territory, August* 15, 1833.

SIR: I have now closed a laborious examination which I have extended back as far as the 17th December last, when the present receiver entered upon the duties of his office. The cash account, as will be seen presently, exhibits a deficiency of $202.96\frac{3}{4}$. The journal not being paged, that is not referring to the ledger, and the ledger not indexed, and the accounts, when carried forward, not pointing out often to the page to which they had been transferred, have added new difficulties to my task. I had to close on the journal and ledger the accounts left open by the late receiver. I made him debtor to the United States for the balance of the cash account, made United States debtor to cash for the deficit, and, under the date when the amount was reimbursed to the United States, made cash debtor to the late receiver, thereby closing all the accounts on the books, and correcting also some errors arising from the imperfect state of the accounts. The two present officers being new in office, you must expect to find the discrepancies numerous: the list at foot exhibits a great number, but very few of any importance. In December 30, 1832, the account of incidental expenses in the receiver's journal sums up $565.62, when it should be $557.98. In the ledger the same account sums up again $565.62, but should be (notwithstanding an additional item) $563.63: this difference you will find out by referring to the return of last December. The incidental expenses of June last amounted, in both books, to $659.61, although the ledger has an item of $1.26 more than the journal: it is the addition of the first book that is right. His last return (if the copy he gave me be true) is erroneously stated. He states, for instance, the balance in his hands from last account (when the cash and United States' account in his ledger made it only $6,862.24,) to be $6,884 $90\frac{3}{4}$

Sales of lands in July		1,423 95
		$8,308 $85\frac{3}{4}$
By so much deposited in the bank at St. Louis	$2,522 27	
By do do Natchez,	4,000 00	
		6,522 27
		$1,786 $58\frac{3}{4}$
Amount of money found in the chest		1,584 62
Deficit		$202 $96\frac{3}{4}$

It is well, however, to remark that the deficiency might be only apparent; for, in making up the account from the very beginning, this is the way I find it stands:

Sales of lands in December last	$422 23
Sales of lands in April last	2,116 $56\frac{1}{4}$
Sales of lands in May last	990 $88\frac{3}{4}$
Sales of lands in June last	4,413 $81\frac{1}{4}$
Sales of lands in July last	1,423 95
	$9,367 $44\frac{1}{4}$

By incidental expenses in December	$565 62	
By incidental expenses in June	659 60	
By deposits in St. Louis and Natchez, as above	6,522 27	
		$7,747 49
		$1,619 $95\frac{1}{4}$
Existing balance		1,584 62
Real deficiency		$35 $33\frac{1}{4}$

The foregoing account will show that the receiver is not very expert at keeping books. His journal was made up to 30th June, and his ledger to 31st March. Books and papers, as far as he was concerned, were in good order.

I have found that the following were not entered in the township plats:

No. 589. William Looney, N. W. front, quarter W. of 11, Point river, section 18, T. 20, R. 1 W. 139.67 acres. This tract is said to be bounty land, and the one he intended to have entered, and to which he had pre-emption right, was the N. E. quarter. A full explanation of the circumstances, says the register, was given in the abstract of April: he has therefore deferred entering the tract until he receives your decision on the subject.

No. 597. William P. Morris, S. W. front, quarter of section 26, T. 13, R. 6, 53.71 acres. The tract intended to be entered was the N. W. front quarter: this, too, has not been entered on the plat waiting for your decision. The abstract of last April makes mention of it.

No. 639. John Patterson excess of Spanish confirmation, No. 45. In book of certificate for Spanish claims, it appears that he has located, July 1st, the S. W. front, part of section 20, $131\frac{45}{100}$ acres, but it should be N. W. front part.

No. 648. The E. $\frac{1}{2}$ of N. E. front quarter of section 4, T. 20, R. 1 E. had been subdivided by the surveyor into two parts of 80 and $87\frac{64}{100}$ acres; but the exact half of the two tracts has been permitted to be entered by the register, and they wait for your confirmation before they mark it on the plat.

Very few entries, I find, have been made on the tract books. They were open in broken series, and all the different parts of each section had already been written down by the former register, in rather a coarse hand, leaving no intermediate space for the entry of quarter-quarter sections, for which the present register has opened a separate book on the same plan as the register of certificates. Several of the tracts want copying in the tract books: this remissness, however, is obviated by inserting the number of the certificate for the tract purchased in the plat. The plats were bound up in eight volumes, pasted on canvas, and in good order, with the exception of one volume much mouldy. The ledger and journal had no entries made therein since June. That part kept by the former register is much blotted and full of erasures.

The present register permits the entry of the *first* quarter-quarter section to be made without affidavit: he thinks himself authorized to this course by the tenor of the law. I expressed a different opinion. He permits the entry of any number of fractionals, without any injury to their claim, upon two quarter-quarter sections.

Enclosed is a list of the furniture in both offices, and of the errata, which are numerous, but which I have all corrected, or seen corrected, before I left the office.

The moneys in the hands of the receiver consists:

In specie	$69 62
Notes of the United States' Bank and branches	1,385 00
One note of the Consolidated Association, New Orleans	20 00
One note of the New Orleans Canal and Banking Company	10 00
Planters' Bank, Natchez	100 00
	$1,584 62

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

P. S.—I was four days on my examination.

Errata in the register's books.—Register of receipts.

588 Excess of S. E. No. 43, should be 44.
613 N. E. $\frac{1}{4}$ of S. E. quarter, should be S. E. front of N. W. $\frac{1}{4}$.
622 Section 14 do do section 15.
625 N. E. quarter of part No. 1 do part No. 2.

Journal.

569 Range 3 W., should be range 3 east.
574 Elesberay do Elesbery.
378 Township 3 do T. 9.
588 Antone do Antoine.
591 Section 20 do S. 21.
599 Acres $158\frac{83}{100}$ do $158\frac{85}{100}$.
611 Township 12 do T. 13.
622 Section 14 do S. 15.
625 Range 8 E. do 7 E.
628 Range 8 E. do 7 E.
634 Benj. Bailey do Abner Bailey.

In the register's books.—Miscellaneous book.

609 S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ S. 14, T. 13, R. 7, should be S. 14, S, 10, R. 10.
611 Range 12, should be R. 13.
636 Range 1 E. do R. 3 E.
638 Range 1 E. do R. 3 E.

Journal.

568 Section 12 should be section 20.
570 R. Bettis do R. S. Bettis.
572 Township 3 W. do 3 north.
595 Marked 594.
608 Range 5 should be range 5 east.
611 Township 12 should be township 13.
613 left blank.
619 W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ should be of S. W. $\frac{1}{4}$.
631 $171.13\frac{3}{4}$ do $171.11\frac{1}{4}$.
634 $42.61\frac{1}{4}$ do $52.61\frac{1}{4}$.
639 James Patterson do John.
645 W. $\frac{1}{2}$ of S. W. $\frac{1}{2}$ do of S. W. $\frac{1}{4}$.

Register of certificates.

652 Range 3 should be range 13.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

FAYETTEVILLE, *Arkansas Territory, August* 24, 1833.

After going, at Batesville, through the examination of the land office, which lasted four days, I hastened to this place, which I reached on the 21st instant. My task was here an easy one, for but one sale had taken place of which return had already been made. The office has but 36 plats delivered by the register in Batesville, and those not of the sections in demand. Considerable sales will no doubt be made soon as the surveyor can furnish the surveys of the lands in the vicinity of this place. This town is admirably well situated, and is surrounded by rich bottom lands. It has an abundance of excellent water, its situation is elevated and salubrious, and Cantonment Gibson offers an excellent market for its produce. It would be necessary, in the first instance, to confirm to this town its present site, which is now appropriated for the use of schools, and give these another location, and then put up the land at public sale—the whole of it would soon be entered at high prices.

The officers have sent an order to Little Rock for their books, and, in the meantime, have made temporary ones. The plats are pasted on canvas, but not yet bound; there will be some difficulty. Messrs. Ball and Leiper appear intelligent men, and no doubt will conduct the business with fidelity and impartiality. They are zealous supporters of the administration, and very popular. They stand in need of the necessary furniture for the preservation of books and papers; nothing of the kind can be procured here. I have advised sending to Cincinnati for it, from whence it might be shipped in pieces, and put up here. From what I have seen in Batesville, I must continue recommending a large table for the display of the plats—the strongest possible binding cannot preserve them in shape when placed upright. Another article of *absolute necessity* is an iron chest. If you approve of the purchase, and I believe it cannot well be dispensed with, I will procure one in New Orleans that will cost from forty to fifty dollars, and have it sent on forthwith. On the receipt of this, your authorization to that effect would meet me at New Orleans in due time.

This examination, if it may be called one, has not, of course, taken up more than one day. I shall set out for Little Rock as soon as my horse and myself have sufficiently rested, for I have not yet recovered from the effects of the cholera. I shall be probably in Little Rock on the 4th of next month.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Inventory of the furniture found in the land office at Batesville, Arkansas Territory, the property of the United States.

At the register's:

Book-case, walnut, with desk, inside of which are compartments for papers, and the lower part division for books, said to have cost $80	$50
White pine press, with pigeon holes for papers, said to have cost $15	8
Land laws, an unbound octavo volume in rather bad order, and nine pamphlets of United States' laws	9
	$67

At the receiver's:

Press for papers and books, of white pine, painted	15
An iron strong box, said to have originally cost $700, and bought for the United States for $300, similar, or nearly so, to the one in Palmyra, valued by me, (no doubt erroneously,) at $60	300
	$315

V. M. GARESCHE.

BATESVILLE, *Arkansas Territory, August* 14, 1833.

NEAR LEBANON, *Ohio, August* 8, 1833.

SIR: I have the honor to transmit, herewith, a duplicate of my report to the Commissioner of the General Land Office relative to an examination of the United States' land offices at Fort Wayne, in the State of Indiana, made under the appointment of the Secretary of the Treasury of the 15th of May last, and in conformity with the instructions of the Commissioner of the General Land Office of the 3d of June.

I have the honor to be, with very great respect, your most obedient servant,

JAMES B. GARDINER, *Examiner.*

Hon. WM. J. DUANE, *Secretary of the Treasury.*

WARREN COUNTY, *Ohio, August* 8, 1833.

SIR: In obedience to your instructions of the 3d of June last, I proceeded in the first place to Fort Wayne in the State of Indiana, and entered upon the examination of the United States' land offices at that place on the 27th of the same month, and closed on the 2d of July.

The state of the public funds in the hands of the receiver was as follows:

In bank bills	$3,665 00
In specie	3,041 30
In revolutionary bounty land scrip	100 00
In Certificate of deposit in the U. S. Branch Bank at Cincinnati, dated June 8th, 1833	10,710 00
In Treasury warrant in favor of Gen. John Tipton for claims under the Pottawatamie treaty (counted as money)	2,490 00
	$20,006 30
Amount of sales of land from June 1st to 29th, 1833	20,432 92
Leaving a balance in the receiver's hands of	$426 62

to be applied to paying register and receiver's fees, &c.

The Treasury warrant in favor of General Tipton had been presented to the bank for deposit, but was rejected for want of proper endorsement, which has been since supplied.

For a "particular description" of the funds in the hands of the receiver, I beg leave to refer to the accompanying document, marked *a*.

The books were found posted as follows:

Register of receipts up to May 31st, 1833.
Journal of receipts up to Jan. 1st, 1833.
Ledger of receipts up to May 1st, 1833.

The penmanship in the register and ledger was, for the most part, very respectable. That in the journal was not so good, nor had that record been kept with as much care and accuracy. The descriptions of entries are abbreviated in nearly as many instances as in the register of receipts.

In a comparison of the register of receipts with the register of certificates for April, May and June, I detected the errors and discrepancies noted in the paper marked *b*. I found that the officers were not in the habit of comparing these books *at any time;* and gave them specially in charge, that the department strictly required it to be done at least monthly.

I requested that all the books might be brought up during the examination, which was nearly all completed before I left Fort Wayne; and I have good reason to hope that no future delinquencies will occur.

The office papers were not in very good order, but the confusion was partly attributable to the files having been recently broken in order to restore copies of such records as had been burnt in the Treasury Department.

The receiver is much in want of a good desk, of the proper construction. The only public furniture he now has consists of an old *bureau*, such as are made for family use, and a very contracted book-case, badly partitioned. The two articles are worth about six or eight dollars each.

The purchases of lands made by the receiver, as directed to be ascertained, will be found in the paper marked *c*. I have no evidence, nor have I any reason to believe, that any of these purchases were made with the public funds.

As far as my observations and inquiries have extended, I am inclined to believe the receiver does not traffic in scrip, nor assist in facilitating its exchange with the purchasers of the public lands, although I think he is much too eager in engaging in land speculations; still, his character stands fair, and he appears to be an accommodating and gentlemanly officer. He frequently exchanges the public money with the citizens of his vicinity, as he himself informed me; but that he does this in detriment to the public service, or in contravention of the rules of the department, I have no knowledge. He particularly exchanges all the specie he can for such paper as will pass in deposit at the bank.

I would take this occasion, however, respectfully to suggest that the *old rule*, (which I am told has been abolished,) of requiring the receivers to note on the back of their receipts the *precise kind* of funds received, would be the surest safeguard against speculations in exchanges of the public money, and more effectually lead to the detection of a fraud, which I fear is sometimes practiced of receiving scrip in payment of an entry after the *money* has been actually counted and received by the receiver.

The receiver resides with his family at Fort Wayne, and attends personally to the duties of his office.

Register's office.

In comparing the tract books with the township plats in the office of the register, I found much difficulty. The former are not numerically arranged, except here and there a few leaves together, and are much blotted and defaced. Without a *glossary*, or index, it is almost impossible to find a particular entry without much trouble and long research. And what is worse the entries do not correspond with the plats, in a great many instances; so numerous, indeed, that I considered it useless to note them, but made the corrections as I examined. Many tracts marked "sold," on the plats, are not to be found on the tract books; although I have sometimes found them, after a tedious search, on the *register of certificates*, being convinced, from their local situation, that they must have been long since sold. The omissions to make up the entries on the plats are very numerous, and may often occasion double sales.

The sections are divided and subdivided on the tract books in the order of offering lands at public sale, so that the name of a person who purchases a quarter section must be written twice on the tract books instead of once; and, moreover, the *space* which might be saved by a larger entry than an eighth of a section, and appropriated to the entry of a quarter-quarter section, is lost. The latter description of entries are now very frequent, and there being no "*miscellaneous tract book*" kept, the interlineations render the present tract book almost unintelligible to a stranger.

I think it my duty, therefore, to recommend that *entire new tract books* be procured, and the whole of the present entries revised and transcribed. I am confident the government would be a gainer by it *now*, as it *must* be done at some future time. It will preserve the identity of the entries, which may *yet* be ascertained, but which will in a few years become extremely uncertain, if not entirely obliterated. In such a case additional spaces should be left for the entry of quarter-quarter sections.

To give you a more correct idea of the deranged and confused state of the tract books, I enclose transcripts of two *explanatory* notes found pasted in the books, without which it would be extremely difficult even for the register himself to ascertain former entries, or to make new ones.

I would not be understood as censuring the present register for the derangement of the tract books; as I believe it may, for the most part, be attributed to the neglect or incompetency of the first incumbent of the office, or rather his *proxy*, as I understand he never attended *personally* to the duties of his office—a delinquency too frequent at many other offices, and which calls loudly for the efficient correction of the department.

The present register, however, is chargeable with several of the omissions of entries on the plats, as they occurred within his time, and were still occurring. It has not been, I conceive, a *willful* neglect on his part; but has arisen from a mistaken conception which he entertained, and probably imbibed from his predecessor, that *the township plats were of little value as authority*. Other registers, I find, have entertained a like opinion, however erroneous. I have endeavored to impress upon them the importance of the plats, as the *highest authority in the office*, for the certainty of the location of a tract, the proper subdivisions of fractional sections, &c.; and that, in place of putting it off to a more leisure time, not a moment

should be lost in making the entry on the *plat* as soon as the application and receipt were received from the receiver's office. No crowd of business, nor any excuse whatever, should delay it.

I would here take the liberty to remark, however, that I perceive what I consider to be a material error in the present mode of marking up the township plats. Some registers mark the letter S on the tract entered. Others write "AP." meaning, as they say, "*applied for*," while some occasionally write out the word "sold" in full. Either of these marks might be a sufficient designation to denote the sale of a tract. But suppose, in comparing the books, we find a tract marked "S," or "AP," or "sold," on the plat, and it does not appear on the tract book, (and this is frequently the case,) what reference is there to any one of the other books by which the fact of the sale can be ascertained? None. And a search might be made in an office of much business for hours and days before it could be known whether the plat or the tract book were in error. I have therefore suggested that, in addition to the letter S, the *number* of the receiver's certificate of payment should be marked in the plat on the tract sold; and then reference would extend to the register of certificates, and all other books of the office with ease and certainty. I have no authority to *direct* that such addition should be made, but have advised registers to ask *your* instructions on the subject.

I perceive that, in numerous instances, the selection of canal lands had not been designated on the tract books, and in some, imperfectly so, and were made in *pencil* marks on the township plats.

Ninety-two township plats are bound in one book, and *not* canvased. The others were partly canvased when I arrived, and finished during the examination. The plats designed for the new office at La Porte were canvased at the same time.

The register is in the practice of keeping a book called a *blotter*, in which entries are made in the *first instance*, and then transferred to the township plats and tract books at leisure. By this blotter, all the comparisons are made when made at all, and transcripts are taken from it, and carried through all the books of record. Hence it is, that frequently through inadvertence, or carelessness in copying, the tract book does not agree with the register of certificates, nor that with the ledger, nor the ledger with the journal, nor the journal with the plats. The blotter is the test of accuracy for any book in the office. I paid no attention to it as official authority, but endeavored to impress upon the register the *indispensable* necessity of making his plats and tract books the *first* and *best* authorities for reference.

In comparing the register of certificates with the receiver's register of receipts, I often found discrepancies which I could not reconcile nor correct without resort to the blotter; (the receiver also takes his blotter for his surest guide,) because I was well aware the plats and tract books had been marked from the blotter. The errors, &c., noted in the register of certificates will be found in the paper marked *d*. The book itself has been badly kept for the most part, and much of the writing is in a very inferior style.

The journal has been wretchedly kept, with few exceptions, ever since the first opening of the office. The abbreviations are almost as numerous as in the register of certificates, where figures and initials are permitted. The writing, too, is highly discreditable—it would disgrace a blotter. The register permitted a small boy, his nephew, to *learn to write* in the journal, and the penmanship is such as never ought to disfigure a public record. I found several material errors in this book, which were corrected at the time.

The ledger has been much better kept than either of the other books; it is passably good.

The register is no speculator; he has purchased no lands within his district for himself, nor in trust for others. He has had no participation in facilitating exchanges of scrip, and discountenances all traffic of the kind. Though a little too peevish and petulant for his station, he is a man of good moral character and honest intentions. He resides with his family at Fort Wayne, and is generally to be found at his office.

I recommend a new desk for the register's office, surmounted by a frame containing apartments for the large books. The present furniture consists of an old and very clumsy desk, too small and badly constructed, and a small book-case, merely sufficient for keeping the office files. Both articles may be worth twenty dollars.

Very respectfully submitted,

JAMES B. GARDINER, *Examiner*.

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office*.

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a.

Particular description of the funds in the hands of the receiver of public moneys at Fort Wayne, Indiana, on the 29th of June, 1833.

Nine bank bills of $100	Bank United States.
Sixteen bank bills of $50	Bank United States.
Forty-six bank bills of $20	Bank United States.
Forty-three bank bills of $10	Bank United States.
Thirty-two bank bills of $5	Bank United States.
Two bank bills of $100	Bank of Harrisburg, Pennsylvania.
One bank bill of $50	Commercial Bank, Cincinnati, Ohio.
Two bank bills of $10	Zanesville Bank, Ohio.
One bank bill of $10	St. Clairsville, Ohio.
Two bank bills of $5	St. Clairsville, Ohio.
One bank bill of $10	Dayton, Ohio.
Three bank bills of $5	Dayton, Ohio.
Three bank bills of $5	Chillicothe, Ohio.
One bank bill of $5	Cleveland, Ohio.
One bank bill of $5	Lancaster, Ohio.
One bank bill of $5	Marietta, Ohio.
One bank bill of $100	Michigan Bank, Detroit, Mich. Territory.

Silver dollars, half dollars and quarters, $3,041.30.

b.

No. of certificate.	Errors, &c.
1,959	Error in description.
1,966	Error in date.
1,969	Difference in date.
1,974	Difference in description.
1,990	Difference in No. of range.
1,994	Difference in date.
2,000	Difference in description.
2,002	Difference in christian name of purchaser.
2,004	Difference in surname of purchaser.
2,009	Difference in No. of range.
2,015	Difference in description.
2,016	Difference in description.
2,073	Difference in middle name of purchaser.
2,089	Difference in No. of township.
2,101	County omitted.
2,121	Difference in description.
2,142	Difference in name of purchaser.
2,146	Difference in date.
2,168	Difference in date.
2,169	Difference in date.

The foregoing errors and discrepancies were discovered in comparing the receiver's register of receipts with the register's register of certificates, from April 1st to June 29th

FORT WAYNE, *Indiana, June* 29, 1833.

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c.

Date of receipt.	No. of receipt.	Land, by whom purchased.		Tract purchased.			Quantity.		Price per acre.	Amount of purchase money.
		Name.	Residence.	Section, or part of.	Town'p.	Range.	Acres.	100ths.		
1832. April 4	1,233	John Spencer.....	Allan co., Ia.	E. ½ N. W. ¼ 35....	36	8	80	00	$1 25	$100 00
do	1,234	do	do	E. ½ S. W. ¼ 35....	36	8	80	00	1 25	100 00
April 11	1,253	do	do	S. W. fr. S. W. ¼ 17	28	14	15	81	1 25	19 76
Oct. 13	1,687	John Spencer and Jesse L. Williams	do	N. W. fr. N. W. ¼ 27	32	13	67	85	1 25	84 81
do	1,687									
Oct. 20	1,713	John Spencer.....	do	N. W. fr. N. E. ¼ 14	32	13	31	00	1 25	38 75
do	1,714	do	do	E. ½ N. W. ¼ 14....	32	13	72	50	1 25	90 63
do	1,715	do	do	N. fr. S. W. ¼ 14....	32	13	63	90	1 25	79 87
1833. Jan. 12	1,888	do	do	S. W. fr. 7.....	28	14	10	73	1 25	13 40
Feb. 19	1,933	do	do	W. ½ S. E. ¼ 23	31	12	80	00	1 25	100 00
Mar. 12	1,964	do	do	E. ½ S. W. ¼ 23	31	12	80	00	1 25	100 00
June 24	2,179	do	do	N. ½ N. E. ¼ 14	37	3	78	35	1 25	97 94
do	2,180	do	do	N. ½ S. W. ¼ 22	37	3	80	..	1 25	100 00

RECEIVER'S OFFICE, *Fort Wayne, June* 29, 1833.

I hereby certify the foregoing to be a correct statement of all the lands purchased by me since my service in said office, or in which I have been in any wise connected or concerned.

JOHN SPENCER, *Receiver.*

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d.

REGISTER'S OFFICE, *Fort Wayne, Indiana.*

The following errors and discrepancies were discovered in the register of certificates, in a comparison with the receiver's register of receipts, from April 1st to June 29th, 1833:

No. of certificates.	Errors and discrepancies.
1,949	County omitted.
1,959	Error in county.
1,962	Date omitted.
1,966	Difference in date.
1,969	Difference in date.
1,972	Error in county.
1,974	Difference in description.

No. of certificates.	Errors and discrepancies.
1,984	Date omitted.
1,985	Date omitted.
1,990	Difference in No. of range.
1,993	Date omitted, and error in name of purchaser.
1,994	Difference in date.
2,000	Difference in description.
2,002	Difference in christian name of purchaser.
2,009	Difference in No. of range.
2,015	Difference in description.
2,016	Difference in description.
2,017	Error in name.
2,020	Middle name omitted.
2,035 2,036	Transposed on register's certificates.
2,066	Error in amount of purchase money.
2,073	Difference in middle name of purchaser.
2,075	Error in the description of tract.
2,089	Difference in number of township.
2,094	Date omitted.
2,095	Date omitted.
2,096	Date omitted.
2,121	Difference in name of county.
2,142	Difference in name of purchaser.
2,146	Difference in date.
2,168	Difference in date.
2,169	Difference in date.

NEAR LEBANON, *Ohio, August* 12, 1833.

SIR: I have the honor to transmit herewith, a duplicate of my report to the Commissioner of the General Land Office, relative to the examination of the United States' land offices at Crawfordsville, in the State of Indiana; made under the appointment of the late Secretary of the Treasury, of the 15th of May last, and in conformity to the instructions of the Commissioner of the General Land Office of the 3d of June, together with the accompanying documents.

I have the honor to be, with great respect, your most obedient servant,

JAMES B. GARDINER, *Examiner.*

Hon. WILLIAM J. DUANE, *Secretary of the Treasury, Washington.*

WARREN COUNTY, *Ohio, August* 12, 1833.

SIR: I have the honor to submit the following report of my examination of the United States' land offices at Crawfordsville, Indiana, made in pursuance of your instructions of the 3d of June last. The examination was commenced on the 6th, and closed on the 11th of July.

The accompanying account current, marked *a*, will show the amount and the particular description of funds in the hands of the receiver:

From this, it will be seen, that the balance due on the 31st of May, when the last monthly account was transmitted, was	$17,347 96
Amount of sales from June 1st, to the 8th of July, was	15,912 13
Making a total debt of	$33,260 09
To meet which, the receiver is properly credited with cash, in bills and specie	$9,586 44
Military bounty land scrip	4,516 66⅔
Certificate of deposit in Branch Bank United States at Cincinnati, dated June 10th	17,521 23
Sundry vouchers exhibited	1,872 26
	$33,496 59⅔
Leaving a balance in favor of the receiver of	236 50⅓

At the time I arrived, the receiver was on the point of transmitting his funds to Cincinnati for deposit, and his monthly account to Washington. But, pursuing the letter of my instructions, I conceived it my duty to examine the funds *on hand*, and the state of the office, precisely as I found it; and the result, as relates to the funds, was creditable to the officer.

As relates to the books of receiver.

The register of receipts was brought up to January 1st, 1833, by Israel T. Canby, and to the 30th of April by the present receiver.

The journal was brought up to June 1st, 1832, by I. T. Canby, and to the 15th September, same year, by the present receiver.

In the ledger, the cash account was brought up to October, 31st, 1832, by I. T. Canby, and to the 8th of January last, by the present receiver.

In same book, the account of sales of land was brought up to October 31st, 1832, by I. T. Canby—no entries in it by the present receiver.

All the books were kept in proper style, and the penmanship very good. A few errors were found in each, and corrected at the time. The proper comparisons had been neglected for some months.

The book of correspondence was well kept, and the papers filed in good order.

The receiver informed me of the refusal, by the department, to allow him for clerk hire, in bringing up the records (neglected by his predecessor), to the time he assumed the duties of the office. I would respectfully remark, that it seems to me but reasonable that a suitable allowance should be made. Considering it important, however, that the books should be posted in proper order, without delay, I advised the receiver to employ an extra clerk if necessary, and cause the work to be done as soon as practicable; and that, by presenting a fair charge for the same, perhaps the department would reconsider its first decision.

A new desk is much wanted, with a frame and partitions on the top for the large books, which are now exposed to dust and abuse. It would cost about thirty dollars in Crawfordsville. The only furniture now in the office, belonging to the United States, is an old fashioned book-case, not properly constructed for a land office, and having no apartments for the large books.

The receiver resides with his family at Crawfordsville, and gives his daily personal attention to the duties of his office.

He has no participation in facilitating the exchange of scrip, nor will he suffer the traffic of speculators to be carried on in his office.

He is yet inexperienced in the details of office, but appears to be anxious and industrious in acquiring information. His clerk is highly competent.

He sustains a fair moral character; is of an obliging disposition; and I have no doubt of his fidelity to the government.

No other funds than "United States' paper" and specie are receivable for lands at Crawfordsville. This appears to be a hardship on purchasers, who are compelled to sacrifice about five per cent on Ohio, or any other bank notes they may bring to the office. The merchants of the village exact that much discount. I respectfully suggest the expediency of some new instructions to the receiver on this subject.

Register's office.

I found the books in this office posted as follows:

Register of certificates, up to December 31st, 1832.
Journal, up to October 12th, 1832.
Ledger, cash and stock account, up to October 31st, 1832.
Ledger, same added, up to June 1st, 1832.
Ledger, sale of public lands, up to August 31st, 1832.
Ledger, same added, up to March 1st, 1831.

The whole of the records being so very far behind, and the entries numerous, it was found impossible to have them posted during the time of examination, and I did not attempt it. The style of penmanship throughout all the books is very good; but the errors are very numerous, owing to carelessness in transcribing, and a total neglect of comparisons.

The erroneous and injurious practice of relying solely upon a *blotter* as the first and best authority, and of neglecting to make the entries in the township plats and tract books at the *time of sale*, has always prevailed in this office. Hence I found many instances of omissions in the plats, and also in the tract books. I instituted various comparisons: 1st. The tract books with the township plats; 2d. The register of certificates with the plats; 3d. The same with the tract books; 4th. The same with the ledger; 5th. The ledger with the journal; 6th. The journal with the register of certificates. The errors and discrepancies thus noted, will be found in the paper marked *b*.

During the months of January and February last, (as is known to the department) no public business was done in the register's office in consequence of the removal of the receiver. Here was abundant time to have brought up the books of the register, and made the necessary comparisons.

In marking up the township plats, a *pencil* has been frequently used instead of *ink*. The consequence is they are daily becoming obliterated. In many instances, the canal and other reserved lands have not been designated on the plats nor tract books.

The tract books are generally in numerical order; but have not been kept as clean, nor as neatly as they should have been. There are many evidences of gross carelessness and inattention. The entries of quarter-quarter sections have been made by interlineation, instead of a "miscellaneous tract book," as directed by the department.

The connected map of the district is old, and much defaced; a new one is wanted.

The register being absent when I arrived, was sent for by his son, and came to the office in three or four days after I commenced its examination. He resides at Delphi, forty miles from Crawfordsville, and does not pretend to give his personal attention to his duties. The business has always been done by his son, H. B. Milroy, and clerks. It is notorious that the register utterly *refuses* to reside at his office: says he "will give it up first;" and that he does not *visit* Crawfordsville oftener than six or eight times in the course of a year.

Your instructions direct me to "inquire, in a guarded and unsuspicious manner, into the respective *characters* of the registers and receivers in the vicinity of their several land offices, and report thereon as to their official conduct as *gentlemen of honor*, probity, impartiality, and fidelity."

This was a delicate task; but I did not feel myself at liberty to disregard it.

It is with much pain, therefore, that I am compelled to say, the character of General Samuel Milroy, derived from sources entitled to full credit, is that of an arbitrary, overbearing, passionate, and reckless man, exceedingly abusive of whomsoever he may dislike, and by no means calculated, as a public officer, to win the good-will and affections of the people to the government for the mildness, patience, and impartiality with which the public service is performed. My own personal observation has convinced me that this delineation is not exaggerated; and I feel bound, in the faithful discharge of this unpleasant part of my duty, to state some items of the conversation of Gen. Milroy with myself, altogether gratuitous and unsolicited. He showed me a letter from the late Secretary of the Treasury to the President, dated the 8th of April last, (a copy of which had been furnished him,) in which he said the Secretary had stated

"*lies*," and repeated the epithet "*liar*" frequently, as applied to that gentleman in his official capacity. He said Messrs. Tipton and Hendricks, the United States' senators from Indiana, had acted "*rascally*" in keeping back $10,000 placed in their hands for safe-keeping by the agent of the commissioners under the Pottawatamie treaty, which had been advanced in the first place by Israel T. Canby to said agent. And he said many other things highly abusive of the public and private character of these gentlemen, which it is not material here to state.

After furnishing me, at my request, with a list of the lands entered by himself and the other securities of Dr. Canby, General Milroy asked me, "what does the department mean by requiring this schedule? Do they think of removing me? It looks something like it." I assured him I acted simply from instructions, without authority to draw any inferences from them. He then became quite boisterous and very much impassioned, and said, "If they," (meaning, I supposed, the Executive,) "attempt to put *me* down, I will show them I have friends. I will rally the whole Pennsylvania delegation, and put *them* down."

To *myself* General Milroy was respectful, polite, and obliging. But his language towards many eminent public men, in relation to the affairs of Dr. Canby, (whose conduct he took much pains to extenuate,) was such as to lead me to consider him a very rash and abusive man.

On the subject of scrip, I find that H. B. Milroy, the acting register, has frequently exchanged it with purchasers, and received a compensation therefor from the speculators in that paper. About one per cent has been the common fee. The register himself informed me that he had received a package of scrip from a member of Congress, and, "not wishing to meddle with it" himself, had given it over to his son to exchange; but that was the first and only time he had touched it.

During the months of January and February last, whilst the sales were suspended, H. B. Milroy received *money* in deposit from persons wishing to purchase lands to the amount of $16,000, as he himself informed me, and made out *applications* for the several tracts intended to be secured in this way. He made use of the public chest for the secure keeping of this money, a great portion of which was in specie. When the office was again opened on the 4th of March, $10,000 of this amount was paid in *scrip*, as appears by the receiver's books.

In accordance with my instructions, I called upon General Milroy for a list of all the lands he had purchased for himself, or in trust for others, since the year 1829, and he handed me the accompanying schedule, marked *c*. He had previously informed me that four or five tracts had been purchased for him in his son's name, "for the purpose of avoiding the trouble of making application to the surveyor general, as required by law." These, I understand, are still held in the name of his son, and have not been levied upon.

Defalcation of I. T. Canby.

My instructions, after premising that "the government will probably sustain a considerable loss by the great defalcation of Israel T. Canby, late receiver at Crawfordsville," further say: "You are therefore requested to ascertain, as near as you can conveniently, the value of the real and personal property which has been seized or levied upon by the marshal of the State as the property of the said Canby, and each of his securities, residing or holding real estate in Indiana, and also such other property as they or either of them may possess, not levied on; and also what real estate either the said Canby or either of his securities have conveyed, and to whom, and particularly as to their respective connections, since the month of August, 1832; for which purpose it may be necessary for you to confer with the district attorney, the marshal, and the district clerk, at Indianapolis, or with one or more of them."

It has not been in my power to perform this duty to any considerable extent. When about to go from Crawfordsville to Rockville, forty miles west, where the district attorney resides, I was informed he was at Bloomington, sixty or seventy miles south of *Indianapolis*, which latter place it was my duty to visit as soon as practicable. The marshal, I understand, resides at Madison, on the Ohio river; and the district clerk at Jeffersonville. Had it not have been for urgent reasons which influenced my immediate return home from Indianapolis, (of which you are already apprised,) I should have seen the district attorney at least, and endeavored to prosecute my inquiries as you directed. On my return to Indiana, I design to renew my investigations on this subject, unless otherwise instructed.

I am directed to report *facts;* and it is probably improper to make any statement to you based on information derived from common report or public opinion. I think there can be no doubt however, that the sale of Dr. Canby's chattel property at Crawfordsville was very injudiciously made. There was a village combination to dissuade from and prevent bidding. The register and his son, (as I am respectably informed,) openly proclaimed in the streets, that "no *gentleman* would bid on the property." The goods were put up in lots much too large for common purchasers; and were principally bought in, at nominal prices, for Dr. Canby's maiden sister, who was his housekeeper.

Soon after Dr. Canby came to Crawfordsville, he brought on a store of goods, which cost $12,000. The store was kept in the name of his sister. He afterwards sold out to John Wilson, (one of his sureties,) and one Isaac B. Vance. Vance sold back his part to Canby, and the latter transferred the whole to said Wilson, who kept the goods at Crawfordsville until the appearance of the marshal, when he removed them to Rob Roy, in Fountain county, where it is said the store still remains.

Dr. Canby, after thus disposing of the first, brought on a second assortment of goods, and sold them to one Miller, (one of his sureties,) and H. B. Milroy, the acting register. These goods were removed, two or three months ago, to Delphi, where the register resides, and are still kept under the firm of "Milroy & Miller." I am told that Gen. Milroy has control of this store. It is a matter of general notoriety.

A third assortment of goods was brought on by Dr. Canby to Rob Roy, and sold under the firm of "Canby & Piatt." The goods, or part of them, I learn, are there yet.

I do not vouch for any of the foregoing facts, further than to say they were derived from gentlemen of the first standing, are fully believed by Col. Pollock, the receiver, who has the best opportunities of forming a correct opinion; and though often mentioned, I have never heard them contradicted. Gen. Milroy acknowledged to me, that the goods sent to Delphi belonged to his son and Mr. Miller; but said his son had offered to deliver the goods up to the district attorney, who did not think it his duty to receive them. Mr. Ramey, (who was Dr. Canby's clerk,) and is now clerk to the receiver, and who lately married Gen. Milroy's daughter,) informed me that the goods were delivered by Dr. Canby to young Milroy and Mr. Miller, without any inventory whatever having been taken, and that they had cost about $12,000.

Gen. Milroy stated to me that he had *long known* that Dr. Canby was in the habit of borrowing money of the receiver at Indianapolis to complete his deposits. And that of $21,000 received by Canby from November to January last, (the whole of which he kept,) he *knew* a part of it went to pay the receiver at Indianapolis; and the balance, he supposed, to pay his other debts. From the whole tenor of General Milroy's conversation, I was led to believe that he had, for two or three years, been apprehensive of Canby's defalcation. Indeed, he told me that, as early as 1829, he "was well convinced that Canby must be making use of the public moneys."

In the accompanying list, marked *d*, you have the entries of lands made at Crawfordsville by the securities of Doctor Canby, as far as I could ascertain, which are in addition to those entered in the name of H. B. Milroy for his father. Not having been able to confer with Gen. Howard, the district attorney, I could not tell what property had been already seized, nor further prosecute my inquiries as to what may remain. I am led to the conviction, however, by information from respectable sources, that much property has been kept out of the reach and knowledge of the government officers. And I feel bound to express to you my decided opinion that the property already taken will *waste* and *lessen* rather than increase in value; and, for various other good reasons, I consider it my duty to suggest that *no time should be lost* in bringing to sale the property now under levy. I am constrained, from the knowledge I have acquired on the subject, to express my want of confidence in the *sincerity* of the *plea for delay* set up by some of the sureties.

Very respectfully submitted, JAMES B. GARDINER, *Examiner.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

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a.

James T. Pollock, receiver of public moneys at Crawfordsville, Indiana, in account current with the United States.

DR.

To balance of cash on hand, 31st May, 1833	$17,347 96
To amount of sales from June 1st to July 8th	15,912 13
	$32,260 09

CR.

By amount of cash on hand, 8th of July, 1833, to wit:	
15 bills United States' Bank of $100 each,	$1,500 00
13 bills United States' Bank of $50 each	650 00
85 bills United States' Bank of $20 each	1,700 00
116 bills United States' Bank of $10 each	1,160 00
90 bills United States' Bank of $5 each	450 00
Amount of specie	4,126 44
Amount of scrip	4,516 66⅔
Certificate of deposit in the Branch Bank United States at Cincinnati, dated June 10th, 1833,	17,521 23
Paid salary and commission of register from January 1st to June 30th, 1833, as per vouchers,	1,003 46
Paid Paschal Early for transportation of specie to Cincinnati, as per vouchers dated 1st of May and 3d of June	77 50
Paid I. F. Wade for printing blank receipts, as per voucher	18 00
Paid James Montgomery for specie kegs	3 75
Paid salary and commission of receiver for quarter ending June 30th	580 34
Paid for risk and traveling expenses in depositing for said quarter	189 21
	$33,496 59⅔

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b.

Errors and discrepancies noted upon a comparison of the several books in the register's office at Crawfordsville, Indiana, July, 1833.

No. of certificates.	Errors, &c.	In what book.
13,919 to 13,936	Erroneously numbered	Register's certificates.
13,907	Error in description	do
13,914	do	do
13,931	do	do
14,006	Entry omitted	Township plats.
17,033	do	do
17,034	do	do
18,140	do	do
18,131	do	do
18,132	do	do
12,640	do	do
1,663	do	Tract book.

b.—Errors and discrepancies—Continued.

No. of certificates.	Errors, &c.	In what book.
14,539	Error in description	Ledger.
14,540	do	do
14,544	Wrong name of purchaser	do
14,549	Error in name of purchaser	do
15,864	do description	Journal.
16,372	do No. of range	do
16,920	do do	Ledger.
16,969	do No. of acres	Register of certificates.
17,020	do No. of range	do
17,029	do No. of township	Ledger.
17,034	do description	do
17,036	do do	do
17,041 to 17,077	Nos. all one in advance of right No.	do
17,059	Error in description	Register of certificates.
17,067	do do	Ledger.
17,071	do No. of acres	do
17,113	do description	do
17,151	do No. of township	do
16,486	do description and No. of section	Register of certificates.
16,494	do description of tract	do
16,495	do do	do
16,509	do No. of township	Journal.
16,522	do description of tract	Register of certificates.
17,512	do do	do
17,524	do do	Journal.
17,529	do do	do
1,733 1,734	Entry omitted	Town plats.
18,140	Error in description	Tract book.
18,131	Entry omitted	Town plat.
18,132	do	do
19,667	do	Tract book.
12,640	do	Town plats.
663	do	Tract book.
674	Entry in wrong township	do
19,668	Entry omitted	do
19,669	do	do

The foregoing comparisons were made promiscuously, without regard to the order of time, for the purpose of testing the general accuracy of the records. It is believed, from the examination had, that the books throughout would exhibit a like proportion of errors with the above.

J. B. G., *Examiner.*

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c.

LAND OFFICE, *Crawfordsville, July* 11, 1833.

No. of certificate of purchased.	Tract.				No. of acres.	Price per acre.	Amount of purchase money.
	Part of section.	Section.	Towns.	Range.			
10,978	N. E. quarter	30	25 N.	2 W.	160	$3 25	$520 00
10,987	E. half N. W. quarter	21	25 do	2 do	80	1 26	100 80
10,988	W. half N. W. quarter	21	25 do	2 do	80	2 02	161 60
10,990	E. half N. E. quarter	28	25 do	2 do	80	1 25	100 00
							$882 40

The above list comprehends all the lands purchased at this office for or by me, or in which I have any interest, directly or indirectly, since I have been register. These lands were purchased by my son at the opening for private entry; certain lands in this district withheld from sale in obedience to instructions dated 21st of April, 1827, and again subjected to private entry in obedience to instructions of the 18th of February, 1830, on the last Monday in April next, (1830,) at the hour of 12 o'clock.

In the first tract mentioned in the list, I have now no interest; and all other lands owned by me, having been purchased previous to my appointment as register, have been levied on by the marshal, with all my personal property, as one of the sureties of the late receiver.

SAMUEL MILROY, *Register.*

d.

Date of purchase.	Name.	Residence.	No. of certificates.	Part of section.	Section.	Towns.	Range.	Acres. 100ths.	Price per acre.	Amount of purchase money.
1830. Feb. 24.....	John Wilson.....	Montgomery co., Ia....	10,675	N. W. $\frac{1}{4}$	33	20 N.	4 W.	160 00	$1 25	$200 00
do	do	do Ia....	10,679	E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$.....	19	19 N.	4 W.	80 00	1 25	100 00
do	do	do Ia....	10,680	E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$.....	18	19 N.	4 W.	80 00	1 25	100 00
do	do	do Ia....	10,681	W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$.....	20	19 N.	4 W.	80 00	....	100 00
April 26.....	do	do Ia....	10,995	E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$.....	11	24 N.	3 W.	80 00	....	100 00
1831. April 26.....	do	do Ia....	10,996	W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$.....	11	24 N.	3 W.	78 00	1 50	117 08
May 6.....	do	do Ia....	Location per land warrant	S. W. $\frac{1}{4}$.....	33	20 N.	4 W.	160 00	....	200 00
										$917 08
Aug. 8.....	David Hillis	Jefferson co. Ia....	14,624	E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$.....	6	27 N.	3 W.	80 00	1 25	$100 00
do	do	do Ia....	14,625	W. fraction.....	5	27 N.	3 W.	62 96	....	78 70
do	do	do Ia....	14,626	W. $\frac{1}{2}$ of N. E. $\frac{1}{4}$.....	7	27 N.	3 W.	80 00	....	100 00
										$278 70
1830. April 27.....	Isaac Miller	Montgomery co., Ia....	11,039	W. F. of N. E. $\frac{1}{4}$.....	20	24 N.	3 W.	72 23	1 25	$90 29
May 5.....	do	do Ia....	11,086	E. $\frac{1}{2}$ of N. E. $\frac{1}{4}$.....	20	24 N.	3 W.	80 00	....	100 00
1829. March 30.....	do	do Ia....	8,199	E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$.....	25	22 N.	1 W.	80 00	....	100 00
do	Isaac Vance and do....	do Ia....	8,196	W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$.....	25	22 N.	1 W.	80 00	....	100 00

The foregoing are all the lands I could find entered at Crawfordsville, Indiana, in the name of any of the securities of Israel T. Canby, late receiver.

J. B. GARDINER, *Examiner.*

LEBANON, *Ohio, March* 14, 1834.

SIR: I have the honor to transmit, herewith, a duplicate copy of my report to the Commissioner of the General Land Office relative to the examination of register's and receiver's offices at Jeffersonville, in the State of Indiana; together with my account current with the United States.

I have the honor to be, with great respect, your most obedient servant,

JAMES B. GARDINER, *late Examiner.*

Hon. ROGER B. TANEY, *Secretary of the Treasury.*

JEFFERSONVILLE, *Indiana, December* 28, 1833.

SIR: I have the honor to state that, under the authority of the Secretary of the Treasury, and in obedience to your special instructions, I entered upon the examination of the United States' land offices at Jeffersonville, in the State of Indiana, on the 21st inst., and closed the same on the 27th.

A statement of the funds in the hands of the receiver, with an account of his disbursements since the first of October, will be found in the accompanying account current, marked *a*. By this it will be seen that the register has made an equal balance with the United States, which he has the power of doing at any time, owing to his immediate vicinity to the city of Louisville, where his deposits are directed to be made. The particular description of the moneys on hand will be found in the same document.

The books of the receiver were thoroughly examined, and carefully compared with each other, and with the register's "register of certificates;" and they proved to have been correctly and neatly kept, and were posted up to the day of commencing the examination.

Although it appears from the books that upwards of sixteen thousand dollars in scrip have been received at the Jeffersonville land office during the present year, yet I am satisfied, from all the information I could collect on the subject, that the receiver has not participated in facilitating exchanges of scrip with purchasers, nor in any manner assisted speculators in that paper, who are continually hovering around his office. Indeed, it seems he has used every means in his power to prevent impositions upon purchasers and the government, and has asked advice of the Secretary of the Treasury as to what means he shall adopt to guard against the encroachments of speculators.

In answer to interrogatories which I put to the receiver on the subject of exchanges of scrip, he replied in the accompanying notes marked *b* and *c*.

The receiver has purchased no lands on his own account, nor in trust for others. Nor has he, as far as I can discover, loaned any of the public moneys to any person whomsoever. His character stands fair as an officer and a gentleman; and he has the reputation of being very courteous and accommodating to purchasers.

The public furniture in the receiver's office consists of two book-cases, worth twelve dollars, one pine table, two dollars, and the common iron chest.

Register's office.

The books in this office were brought up to the day of examination. The penmanship is good, and the entries generally made with accuracy. The register is assisted by his son, who is a very capable and attentive clerk.

I was astonished to find that no entries had ever been made in the township plats from the commencement of the office! The predecessor of the present incumbent had a high reputation for *competency;* and, having held his office for more than twenty years, the present register, who had no previous experience in the manner of keeping land office books, very naturally inferred (as frequent examinations of the office had taken place during the time of his predecessor,) that the entries on the plats were *not necessary.* It seems that the instructions of the General Land Office on this subject, in the circular of the 25th of May, 1831, were inadvertently kept by the *receiver,* and had not been seen by the register at any time.

I conceived it my duty to direct that all the plats should be marked up as soon as practicable, beginning from the first opening of the office. It will be a task of long and tedious labor; and it will be the prerogative of the department to decide whether any and what compensation shall be allowed to the present register for supplying the omissions of his predecessor.

The *numbers* of the certificates of purchase have never been entered in the journal by either the former or present register.

The *residence* of purchasers has always heretofore been omitted in the *applications.* It will be inserted hereafter.

With the foregoing exceptions, the books and papers were all in good order; and I was pleased to perceive a cheerful readiness on the part of the register and his son to improve by every suggestion which I conceived it my duty to make.

I have been very strict in my scrutiny relative to what participation the register may have had in facilitating exchanges of scrip; and I cannot discover that he has ever been guilty of any willful or improper transaction of the kind. Indeed *he* is a man, of all others, the least capable or desirous of meddling in such speculations. Though poor, he is quiet and contented with his situation, and is the very *reverse* of being either avaricious or intriguing. I have no doubt that both he and his son, from an excess of good nature and credulity, have sometimes been imposed upon by the arts and importunities of holders of scrip; but neither of them have ever profited by it, nor have they, in my opinion, been actuated by the most remote expectation of gain. The answer of the register to my interrogatories on this subject will be found in his letter marked *d*.

The register resides at his office. He sustains the character of an honest and honorable man; and, as an officer, he is attentive, obliging, and well esteemed in his district. He has purchased no land for himself, nor in trust for others.

The public property in the register's office consists of two book-cases, valued at twenty-two dollars, two pine tables at four dollars, and one pine desk at two dollars. A good and convenient writing desk is much wanted.

I directed the tract book to be rebound, and the large volume of the land laws to be put in plain strong binding.

I have further the honor to say, in thus terminating my duties of examiner of land offices in the State

of Indiana, that I have invariably endeavored to discharge my delicate trust with fidelity to the government, and kindness and courtesy to the incumbents.

In my report of the examination of the Vincennes offices, I inadvertently omitted to state that I had drawn the sum of two hundred and fifty dollars ($250) of the receiver of Vincennes, under the authority of the Secretary of the Treasury, for which I gave duplicate receipts, as directed.

I transmit herewith, my account in full against the United States as examiner, together with the amount received by me. All which is very respectfully submitted,

JAMES B. GARDINER, *Examiner.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

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a.

James G. Read, receiver of public moneys at Jeffersonville, Indiana, in account current with the United States, from 1st October to 21st December, 1833.

DR.

No balance on hand at the end of last quarter.	
To amount of sales from October 1st to December 21st, 1833	$25,723 90

CR.

By amount of cash on hand 21st December, 1833, to wit:	
2 bills United States' Bank of 100 dollars each	$200 00
12 bills United States' Bank of 50 dollars each	600 00
37 bills United States' Bank of 20 dollars each	740 00
94 bills United States' Bank of 10 dollars each	940 00
150 bills United States' Bank of 5 dollars each	765 00
7 bills Bank of Louisville, 100 dollars each	700 00
1 bill Bank of Louisville, 50 dollars	50 00
2 bills Bank of Louisville, 20 dollars each	40 00
16 bills Bank of Louisville, 10 dollars each	160 00
11 bills Bank of Louisville, 5 dollars each	55 00
2 bills Louisville Savings Institution, 5 dollars each	10 00
1 bill Franklin Bank Cincinnati, 5 dollars	5 00
Specie	818 05½
Revolutionary bounty land scrip on hand	1,698 77½
Same transmitted to Treasury Department in October and November	2,638 90
Certificate of deposition United States' Bank, Louisville, October 31st, 1833	7,933 37
Certificate Bank of Louisville, November 30th, 1833	7,917 22
Amount refunded to James Ollis for an erroneous entry	60 00
Amount refunded to Isaac Baldwin for an erroneous entry	100 00
Paid S. Penn, jr., for publishing sales of lands	13 00
Amount refunded to W. Hale for an erroneous entry	100 00
Amount refunded to Daniel Sullivan for an erroneous entry	100 00
Paid Morton and Smith for stationery for register's office	89 38
	$25,723 90

James B. Gardiner, examiner of land offices in Indiana, in account current with the United States.

DR.

June, 1833. To travel from eastern line of Franklin county, Indiana, to Fort Wayne, 110 miles, at 6 dollars for every 20 miles	$33 00
To 6 days' examination of Fort Wayne land offices, at $6	36 00
July. To travel from Fort Wayne to Crawfordsville, 160 miles, as above	48 00
To 6 days' examination of Crawfordsville land offices	36 00
To travel from Crawfordsville to Indianapolis, 50 miles	15 00
To 13 days' examination at Indianapolis offices	78 00
To 20 days' employed in making out and transmitting reports, documents, &c., relative to examination at Fort Wayne, Crawfordsville, and Indianapolis, the whole 167 pages; the same being made in triplicate copies, as directed	120 00
November and December. To travel from Indianapolis to Vincennes, 135 miles	40 50
To 7 days' examination at Vincennes offices	42 00
To travel from Vincennes to Jeffersonville, 115 miles	34 50
To 7 days' examination at Jeffersonville	42 00
To travel from Jeffersonville to Cincinnati, 140 miles	42 00
	$567 00
	550 00
Balance	$17 00

CR.

July, 1833. By cash of J. P. Drake, receiver, Indianapolis	$300 00
December. By cash of J. D. Woolverton, receiver, Vincennes	250 00
	$550 00

LEBANON, *O., March* 13, 1834.

SIR: I have the honor to transmit, herewith, a duplicate of my report of the examination of the Vincennes land offices.

I have the honor to be, very respectfully, your most obedient servant,

JAMES B. GARDINER, *Examiner.*

Hon. R. B. TANEY, *Secretary of the Treasury.*

VINCENNES, *Indiana, December* 16, 1833.

SIR: I have the honor to state that, under the authority of the Secretary of the Treasury, and in obedience to your special instructions, I commenced the examination of United States land offices at Vincennes, in the State of Indiana, on the 10th inst., and closed the same on the 16th.

On counting the public funds in the hands of the receiver, I found the result as stated in the accompanying account current, marked *a.* By this it will be seen that the small balance of $24.99 is in favor of the receiver. The particular description of moneys in the hands of the receiver will be found in the paper marked *b.*

The books of the receiver were found posted up to the following periods:

Register of receipts to December 6, 1833.
Journal to November 14, 1833.
Cash account in ledger to November 11, 1833.
Sales account in ledger to November 11, 1833.
Expense acct. in ledger to September 30, 1833.

The whole were subsequently posted to the time of closing the examination, with the exception of the expense account in the ledger, which must necessarily remain open until the close of the quarter.

Comparisons were instituted, according to your instructions, which proved the books to have been very correctly kept. The penmanship is plain and neat, and the books generally free from blots and interlineations.

No scrip was found in this office, nor could I hear of any in the town, which sufficiently proves that neither receiver nor register are at all concerned in facilitating the speculations in this paper, so frequent at some other offices. I was very particular in my inquiries on this subject, and am well satisfied that no improper transactions in scrip have ever been perpetrated at either of the offices in Vincennes.

The furniture of receiver's office consists of one double writing desk, with apartments for books, old and worn, worth about $10; one paper case, with folding doors, $8, and a common iron chest.

The book case is without doors, and the books exposed to flies and dust. An improvement in the furniture, to the amount of twelve or fifteen dollars, is essential to the convenience of the officer, and I respectfully recommend that the receiver be instructed to make the same.

The receiver resides at his office, and gives his daily personal attention to his duties. His character stands fair as a private and public man, and his amiable and obliging disposition renders him a very popular and valuable officer.

Register's office.

The several books in this office were found posted up to the time of commencing the examination. They are all kept with remarkable neatness and accuracy. The venerable register is assisted by his son, (a very competent and obliging clerk,) and both give their daily personal attention to the duties of the office. The character of the register is altogether unexceptionable, and has been well known to the government for the last thirty years. I consider him among the best officers in the service of the department.

The register's ledger is filled up, and a new book required.

No new furniture is required by the register, although most of that in his office is his own private property. The public desk and book-case are of little value, say fifteen or twenty dollars.

Very respectfully submitted,

JAMES B. GARDINER, *Examiner.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

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a.

RECEIVER'S OFFICE, *Vincennes, December* 10, 1833.

The United States in account with the receiver of public moneys at Vincennes, from the 1*st October to* 10*th December.—Receipt No.* 5,557 *(inclusive).*

DR.

1833. Oct. 31	Allowance to receiver for mileage and risk on $14,005, deposited on the 29th instant.....	$47 97
Oct. 31	Amount paid Joseph Maddox for transporting specie to Louisville—voucher No. 86	30 00
Oct. 31	Amount received in forfeited land stock in this month.....	150 52
Oct. 31	This sum deposited on the 29th instant—voucher No. 87.....	14,005 00
Nov. 30	This sum paid John Badolet, register, being the amount of E. Stout's bill for printing for the register's office—voucher No. 88.....	64 25
Dec. 10	Amount of forfeited land stock received this month.....	160 00
Dec. 10	My salary for this quarter, up to this day.....	97 21
Dec. 10	My commission, at 1 per cent, on $16,814.26, being the amount received in this quarter up to this day.....	168 14
Dec. 10	To this sum now in my hands, subject to Treasury drafts.....	9,376 04
		$24,099 13

Cr.

1833. Sept. 30.....	By balance on hand to the credit of the United States, as per last return.....	$7,284 87
Oct. 31.....	By amount received in all this month	7,659 90
Nov. 30.....	By amount received in all this month	6,680 24
Dec. 10.....	By amount received to this time—receipt No. 5,557, (inclusive).....	2,474 12
		$24,099 13

1833. Dec. 10. This sum exhibited and counted to the examiner in office this day..... $9,800 00

J. WOOLVERTON, *R. P. M.*

Colonel James B. Gardiner, *Present.*

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b.

Particular description of moneys in the receiver's office at Vincennes, Indiana, December 10th, 1833.

Specie	$2,530 00
United States' Bank bills of 5 dollars.....	860 00
United States' Bank bills of 10 dollars.....	1,410 00
United States' Bank bills of 20 dollars.....	2,120 00
United States' Bank bills of 50 dollars.....	1,500 00
United States' Bank bills of 100 dollars.....	1,300 00
Bank of Louisville bills of 20 dollars.....	40 00
Bank of Louisville bills of 10 dollars.....	10 00
Bank of Louisville bills of 5 dollars.....	40 00

Near Lebanon, *Ohio, August* 19, 1833.

Sir: I have the honor to transmit, herewith, a duplicate copy of my report to the Commissioner of the General Land Office relative to the examination of the United States' land offices at Indianapolis, in the State of Indiana, made under the appointment of the late Secretary of the Treasury of the 15th of May, and in conformity with the subsequent instructions of the Commissioner.

I have the honor further to state that I received of James P. Drake, esquire, receiver of public moneys at Indianapolis, three hundred dollars, ($300) under the authority of the department, for which I gave him duplicate receipts as directed.

I have the honor to be, with great respect, your most obedient servant,

JAMES B. GARDINER, *Examiner.*

Hon. William J. Duane, *Secretary of the Treasury.*

Warren County, *Ohio, August* 17, 1833.

Sir: In compliance with your instructions of the 3d of June last, I have the honor to submit the following report of my examination of the United States' land offices at Indianapolis, Indiana, which was commenced on the 13th, and closed on the 25th of July, ultimo.

I entered the receiver's office on Saturday afternoon, much fatigued and somewhat unwell.

The funds found in the public chest were as follows:

Three bills United States' Bank, of $50.....	$150 00
One bill United States Bank, of $20.....	20 00
One bill Bank of Urbana, of $3.....	3 00
Silver	380 00
Gold	120 25
Total cash on hand.....	$673 25

The receiver said *that* was the whole amount of money on hand, and that the sales for July, so far, corresponded therewith. On going from the hotel to the office with me, before I counted the funds, the receiver said I would have "but a small job of it," (the counting,) as they had sold but *six* or *eight* tracts that month, on account of the harvesting, &c. I merely looked to what date the several books had been posted, and made no further examination in the receiver's office that day.

On again entering the office of the receiver on Monday, to my surprise he presented me with military bounty land *scrip*, amounting to $1,592.50, filled up in his own handwriting, for which he said sales had been made in July. I asked for and obtained a list of said sales, which will be found in the accompanying document, marked *a.*

On my arrival at Indianapolis the register was absent and the receiver informed me he had gone to Cincinnati to make his (the receiver's) *quarterly deposits.* I found this *could not have been the case,* as the only deposits made, or to be made for the quarter, ending the 30th of June, had been effected on the 17th of May, and 12th of June, as you will perceive by reference to the statement, marked *b,* taken from the receiver's books.

The balance due the United States on the 30th of June, which is called "new account," and to be carried to the quarter ending the 30th September next, was $3,922.44. This money was not found in the

office. The receiver said the register would deposit for him $5,000 in the bank at Cincinnati, while he was there, and he would be able to present me with the cashier's certificate before I closed the examination. I asked the receiver if the register had been sent for, or written to, or otherwise notified of my arrival; he assured me he had not. The register's clerk, on being questioned, said the same.

On the 19th of July the register arrived from Cincinnati. Mr. Dowling, a respectable gentleman of Terre Haute, came in the same stage in company with the register, and was informed by Mr. St. Clair, while at Cincinnati, that he was very anxious to get on, as he *had* heard of my arrival and my business. On the morning of the 20th, the receiver presented me with a certificate of a deposit of $5,000 made to his credit in the United States' Branch Bank at Cincinnati. Before I left Indianapolis, the receiver borrowed $5,000 of a gentleman of that place. James Blake, esquire, a partner of Mr. Nicholas McCarty, is my informant; but expressed an aversion to being known as such on account of his connection. For what purpose this money was borrowed I know not. I have conceived it my duty to submit the foregoing *facts* to the department without comment.

It will be seen that, during the quarter ending June 30, the sum of $33,822.22 was received in military bounty land scrip, and the sum of $3,922.41 in the first thirteen days of July. The whole of this scrip, I understood, was relinquished by Mr. Nicholas McCarty, a merchant of Indianapolis, who received it on speculation from Philo Hale, of Washington city.

I asked the receiver how it was *possible* Mr. McCarty contrived to see so many of the purchasers of the public lands, and ascertain precisely the range, township, section, and part of section, for which relinquishments were necessary to be made? He replied that Mr. McCarty did *not know*, but merely signed his name *in blank*, and *he*, (the receiver,) filled up the relinquishments for him, *after the "applications" were received from the register's office*. He said "Mr. McCarty is making a princely fortune." I discovered that the relinquishments on the scrip, then in the office, (received in July,) were all written by the receiver.

As relates to the books, they were found posted as follows:

Register of receipts up to May 31st, 1833.
Journal up to May 31st, 1833.
Ledger up to June 30th, 1833.

The penmanship in all the records is good, but several errors were found, produced, no doubt, by the constant neglect of comparison. The papers are well filed, and the *office* kept in good order.

The register of receipts and journal were posted up to the 30th June, at my request, during the examination.

There is no "*index*" to either of the books as required by the department.

In addition to what is before said relative to the participation of the receiver in aiding and facilitating the traffic in scrip, I addressed him the accompanying note, marked *c*, and received his reply in the note marked *d*, which are respectfully submitted to the consideration of the department.

In further pursuance of your instructions, I embraced in the same note, (*c*,) an inquiry as to what lands the receiver had purchased in his own name, or in trust for others; and what advances he had made to purchasers, &c. His note, (*d*,) also embraces that subject.

I also inquired of the receiver, verbally, relative to his advances of money to Israel T. Canby, not knowing the subject had been investigated by the Secretary of the Treasury. He replied in writing, enclosing a copy of his letter to the Secretary. (See document marked *e*.) It will be seen he does not state the amount of *premium* paid him by Dr. Canby.

Much is said in Indianapolis, and indeed throughout the State of Indiana, as far as I have been, relative to the speculations of General Drake in the funds of his office. Some persons came to borrow money at the office while I was engaged in the examination. The receiver or his clerk would take them out to the platform in front of the office, and hold private conversation, which I did not hear. Neither do I know whether the funds those persons wanted to borrow were public or private. The fact, however, is notorious in Indianapolis, that it is a common practice with merchants and other business men of the place to go about, just before the end of a quarter year, and industriously gather up all the money they can obtain, and frequently borrow from others, saying that they only wanted it for a few days, "until the receiver returned from Cincinnati." I would not, I trust, be so unmindful of what is due to the department and to my own character as to encumber my report with a detail of this kind, based upon the light and officious gossip of a village, or if I had the most distant doubt of the truth of the facts here stated. But my information has been carefully and cautiously derived from gentlemen of the highest respectability in public and private life, friends and opponents of the administration, who all stated their personal knowledge of the fact that the receiver is in the constant habit of lending sums of money, of various amounts, to numerous persons, returnable *temporarily* every quarter, and receivable again in a short time after the commencement of a *new quarter*. This state of things is talked of publicly everywhere, and never to my knowledge, contradicted. I do not know what percentage is exacted; but it is not an uncommon occurrence, at and in the neighborhood of Indianapolis, to borrow money on good security at rates ranging from forty to sixty per cent; and I have heard of instances of even a higher premium being given in cases of urgent necessity. The receiver acknowledged to me that he was a joint partner with Benjamin J. Blythe, of Indianapolis, in an extensive loan office at that place, in which he had invested $10,000 of *his own* money. During my stay, large bags of silver were frequently seen passing between McCarty's store and the receiver's office, as I am informed by Mr. Cain, the postmaster, and other respectable gentlemen; but for what purpose I know not.

The receiver is extensively concerned in various kinds of business; is the partner in the principal hotel, and interested in the contract for building the State house, besides other engagements to a large amount. His partner, Mr. Blythe, is in the practice of entering lands for other persons, and taking a lien upon the tract at fifty per cent interest. General Drake has, undeniably, an interest in the profits thus accruing to the firm. But I have no positive evidence that the public funds are used for this purpose.

The receiver appears to be an accommodating, gentlemanly man; and his character stands fair, with the exception that it is almost universally said and believed that he transacts a *large business* on the use of the public moneys.

In the receiver's office there is a good book-case, worth about twenty-five dollars, and a very badly constructed desk, unfit for use, worth, perhaps, six or eight dollars. I respectfully recommend a new desk as necessary, with a frame on top, and partitions for the large books which are now kept upon the tables, and exposed to dust and other injury.

Register's office.

The books in this office were found posted as follows:

Register of certificates up to June 12th, 1833.

Journal up to March 31st, 1833.

Ledger up to May 31st, 1833.

The whole were brought up to the 30th of June, at my request, during the examination.

The register was absent until the 19th of July, when he arrived from Cincinnati.

Comparisons were commenced between the tract books and township plats, in a promiscuous manner. But the errors, omissions, erasures and discrepancies, were so numerous, and the books so wretchedly blotted and disfigured, that a thorough comparison and correction, extending back to the first opening of the office, seemed to be essential to the security of purchasers, and absolutely necessary to prevent future double sales, and ensure a correct prosecution of the business of the office. This was accordingly undertaken, and occupied several days of tedious and laborious examination of 17,323 entries. The schedule, marked *f*, will show the errors, omissions, &c., and will enable you to judge of the propriety of the course adopted.

The tract books are very badly kept; not numerically arranged; nor is there any "index" to guide one in search of entries made. They abound with blots, erasures, and double entries, scratched over, and could not be used by a stranger to the office without much previous trouble and labor. The small tract book is much worn, the leaves loose and the cover broken. The large one is not much better. By re-binding, the leaves could not be placed so as to arrange the townships numerically; for, in several instances, even a part of a section is carried over a hundred leaves or more, with a note on the margin in these words, "See back of book." Parts of sections, with the entries in them, are scattered over several leaves in the "back of the book," where it is almost impossible for any one uninitiated in the mysteries of such confusion to find them out.

I can suggest no method by which these tract books can be rectified and made fit for use. The eight feint-ruled lines are all filled up throughout the books with descriptions of eighths of sections, beginning at the northeast in the manner of offering the lands at public sale—(the same as stated in relation to the tract books at Fort Wayne.)

I therefore conceive it my duty to recommend that new tract books be procured, and the whole of the existing entries transcribed. This is the only possible way by which a numerical arrangement can be effected. And indeed it is the only course to save the present and future entries from inexplicable confusion, and prevent the frequent occurrence of double, triple, and even quadruple sales.

In examining the other books I found evidences of great carelessness, and a total want of comparison with each other. The comparison of blotters with the receiver, and the register of certificates with the register of receipts, is all that has ever been attempted. The journal is a literal transcript of the register of certificates! The abbreviations are precisely the same.

Entries are not made on the day of sale, as directed by the department; nor does the receiver hand over the applications and receipts "from day to day," as required. They are retained for the purpose of completing relinquishments of scrip: and this, I have reason to believe, has often been done after the purchase money has been paid, and the purchaser has departed from town. It could not have been otherwise at times, as the register's clerk has told me of instances of forty entries having been made in a day, for which he exchanged scrip; and the receiver acknowledged to me, as before stated, that the relinquishments were all written by himself for Mr. McCarty.

The township plats were canvased several years ago, and are yet in tolerable order as to preservation.

The office papers are generally well filed, but not secure from dirt and dust, nor are they kept under lock and key. There is no public desk in the office, nor any other public furniture, except a pretty good book-case, worth about twenty-five dollars. A large desk, with apartments for patents, and a frame on top with partitions for the large books, is much wanted.

The office is kept in the second story of a large mercantile store, and purchasers have to pass through the counting-room to go up stairs to the register's office. Besides, there is now a man stationed in the said counting-room, by Mr. McCarty, as he himself informed me, to "catch purchasers as they came in," for the purpose of exchanging scrip, as the register's clerk has ceased to act as his agent since my arrival. The keeper of the store, (a Mr. Harrison,) also acts as scrip agent for Mr. McCarty. This, to say the least of it, is exposing innocent and ignorant men to delay, annoyance, and imposition, and is a reflection upon the dignity which ought to characterize a public office of so much importance. It ought to be removed to a more convenient and less objectionable situation.

Thomas H. Sharp, the register's clerk, informs me he has done all the business of the office since June, 1831. The records are all in his handwriting since that time. He has been made notary public, he says, for the sole purpose of swearing purchasers of quarter-quarter sections, from each of whom he exacts twenty-five cents as a fee.

On the subject of participating in exchanges of scrip, or suffering it to be done in his office, I addressed the register the note marked *g*, and he replied in the note *h*, enclosing the note marked *i* from his clerk, Mr. Sharp, to himself: all which are respectfully transmitted for your examination. These papers speak for themselves. They require no explanation from me, and it is not my province to comment.

It is generally said at Indianapolis, that the register is absent from that place about two-thirds of his time. It is certain, however, he gives but little personal attention to the duties of his office. He appears to be an amiable, gentlemanly man, and I believe his character stands fair. He does not seem to possess such energy and business habits as his official duties require. He depends solely upon his clerk on all occasions; and the clerk, it will be seen, has made large sums of money by lending himself to a gang of hungry speculators upon the necessities of the poor and age-worn soldier, and converting an office of the general government into a machine to cozen and defraud those for whose sole benefit its bounty was bestowed.

Very respectfully submitted, JAMES B. GARDINER, *Examiner.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

a.

Register of forfeited land stock, and military bounty land scrip, received at the land office at Indianapolis, Indiana, during the first thirteen days of July, 1833.

Date of application.	Name of party for whose benefit the scrip, and forfeited land stock, is surrendered in payment.	No. of certificate.	Of military land scrip.	Residence.	Description of the tract to which the scrip and stock are applied.			
					Sectional part.	Section.	Town.	Range.	No. of receiver's receipt.
1830. July 1	Jas. W. Brown	7,262	$100 00	Madison county, Indiana	E. one-half S. E. quarter....	35	20	8	17,275
do	Joel Cook	8,342	100 00	Henry county, do	E. do S. W. do	11	17	8	17,277
do	James Fletcher	7,266	100 00	do do	E. do S. E. do	11	16	10	17,278
do	Isaac Kimball, jr	8,763	100 00	Rush, Indiana	E. do N. E. do	24	14	8	17,279
July 2	John Wadkins	8,754	100 00	Montgomery county, Ohio...	E. do S. E. do	1	15	8	17,281
July 3	William Brittain	8,653	100 00	Wayne, Indiana	E. do S. W. do	5	18	6	17,286
do	do	8,652	100 00	do do	W. do S. E. do	5	18	6	17,287
do	Samuel Etherton	8,651	100 00	Madison, do	E. do N. E. do	21	19	6	17,290
July 6	Joshua Hurley	8,650	100 00	Henry, do	W. do S. E. do	23	19	8	17,294
do	Elias Harvey	8,649	100 00	Hamilton, do	W. do S. W. do	36	18	3	17,296
July 9	Daniel H. Stout	8,648	100 00	do do	W. do S. E. do	3	17	7	17,201
do	James Collett	8,647	100 00	Shelby	W. do N. W. do	2	10	6	17,303
July 10	John Lewis	8,141	67 50	Henry, Indiana	E. do S. W. do	18	16	9	17,305
July 12	Reuben Proctor	8,646	100 00	Randolph, Indiana	N. do N. W. do	7	18	13	17,307
		8,928	25 00						
July 13	James Collison	8,645	100 00	Delaware, do	E. do N. E. do	35	20	10	17,308
do	Zachariah Ousley	8,644	100 00	Marion do	E. do S. W. do	23	10	4	17,309

b.

THE UNITED STATES. DR.

Date.	In what way accounted for.	
1833. May 17.....	To cash deposited in the office of the Bank of the United States at Cincinnati, to the credit of the Treasurer of the United States	$12,000 00
May 18.....	To cash refunded to Homer Brooks, on account of an erroneous entry	100 00
May 24.....	To cash refunded to Samuel Clevenger on account of erroneous entries.....	168 05
June 12.....	To cash deposited in the office of the Bank of the United States at Cincinnati, to the credit of the Treasurer of the United States.....	7,000 00
June 19.....	To cash refunded to Reece Carter, on account of an erroneous entry.....	200 00
June 26.....	To cash refunded to Alex. Burtch, on account of an erroneous entry.....	100 00
June 29.....	Military bounty land scrip forwarded to the General Land Office	33,822 22
June 29.....	Incidental expenses.....	341 30
June 29.....	Commissioner's account.....	1,086 11
June 29.....	Commissioner's new account	3,922 41
		$58,740 09

CR.

Date.		
1833. March 30	By old account.....	$4,946 14
June 29	Sales of public lands	53,793 95
		$58,740 09

c.

BROWN'S HOTEL, *Indianapolis, Indiana, July* 22, 1833.

SIR: In the further prosecution of my duties here, I am instructed to ascertain whether you, or any clerk in your employ, have been "engaged as agent for the holder or holders, owner or owners, of military bounty land scrip for the sale, exchange, or transfer of the same at your office, or in facilitating the reception thereof, for public lands, when otherwise the purchase money would have been paid in cash."

I am further required to obtain your *written* statement, embracing all facts within your knowledge relative to this subject, as far as the transactions may have taken place within your district.

You will therefore please to state in your reply to this note—

1st. Whether you have had any agency or participation whatever in facilitating the exchange of scrip for money, in the purchase of lands within your district, either gratuitously or for a compensation?

2dly. Whether any clerk in your employ has been, at any time, engaged as agent for the owners or holders of scrip, either gratuitously or for a compensation? and if for a compensation, to what amount? or whether such clerk, while in your employ, has had any concern or participation, either *in* or *out* of your office, in aiding or advising, or in any manner interfering in exchanges of scrip; and if so, in what manner, and for how long a time?

3dly. Whether any exchanges of scrip, by other persons, have been made within your office; and whether any overtures, bargains, or agreements of any kind have been had there for that purpose between the holder or holders of scrip, or their agent, and persons, or their agents, designing to purchase public lands?

I am also instructed to ascertain whether you have, in any instance, advanced money to purchasers; at what premium or interest; to whom; to what amount; and under what circumstances; and whether you have made purchases of lands *in trust for others*, within your district, or been in anywise concerned therein, directly or indirectly, gratuitously or for a compensation; and if so, by whom, and for whom such purchases have been made; for what tracts; for what amount of money; and under what circumstances?

To the inquiries of this paragraph, you will also please reply *in writing*.

I have the honor to be, very respectfully, your most obedient servant,

JAMES B. GARDINER, *Examiner*.

To J. P. DRAKE, ESQ., *Receiver of Public Moneys at Indianapolis, Ind.*

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d.

LAND OFFICE, *Indianapolis, July* 22, 1833.

SIR: In reply to your letter of interrogatories of this date, I have to state that, in the winter of 1830, and some time in the year 1831, (not knowing at that time that it was incompatible with the regulations of the department,) Mr. Nicholas McCarty, of this place, purchased or procured a quantity of military bounty land scrip, (the precise amount of which I do not know,) and requested me to present it for him to purchasers of public lands for the purpose of exchanging it for cash, saying, at the same time, that he would satisfy me for any trouble I might be at in effecting the exchange, for which, I think, he paid me one-half per cent for the amount so exchanged, which was small. At that period I ceased all agency in the exchange of scrip for cash with purchasers of public lands.

Subsequently, in the months of April and May, 1832, the Hon. Joseph Duncan, of Illinois, forwarded to me, (without my consent,) three or four thousand dollars of military land scrip, requesting that I would get the cash for it. I was absent when the scrip arrived, and Mr. H. Parke, who kept the office for me, exchanged it for him. I think Gen. Duncan paid Mr. Parke one or two per cent for effecting the exchange. In the month of January last, Willis Morgan, esquire, of Kentucky, (without my knowledge or consent,) forwarded to me, from Washington city, one thousand dollars of scrip issued to him, together with a power of attorney authorizing me to dispose of the same. I sold the scrip to Mr. McCarty for the best price I could get, and assigned it, as attorney in fact for Morgan, to him; and did not charge anything for my trouble. The above exhibits the extent of my participation in military bounty land scrip, and of clerks in my employ, as far as I can now recollect.

Since receiving a letter from the Secretary of the Treasury of the 14th of May last, stating that the department would not approve of receivers having any agency in purchasing or exchanging scrip, neither myself nor any clerk in my employ has, in any instance, participated in any manner in the purchase or exchange of scrip. There have been no exchanges made by other persons within my office, nor overtures or agreements of any kind had there for that purpose, between the owners or holders of scrip or their agents, and persons and their agents designing to purchase public lands.

That you may have a correct idea relative to the scrip transactions within this district, I will inform you that Mr. N. McCarty, merchant of this place, procures from a number of scrip dealers in Washington city large amounts of scrip, and that Mr. Sharpe, clerk in the register's office, has exchanged it for him with land purchasers: hence the great quantity of scrip received at this office.

The loans which I have made to purchasers of public lands are numerous, and principally in small sums, from twenty-five cents to ten dollars, for which I took no memorandum except due-bills or notes, which have chiefly been redeemed. These loans have been made mostly to persons who come to enter land, and had some counterfeit money. For such loans I have never charged either interest or premium. I have also loaned to Alexander Fowler ninety-seven dollars, to John B. Harman one hundred dollars, to John Trester one hundred dollars, to —— Blake one hundred dollars, and to Jonas Priest one hundred dollars, for which they paid me interest at the rate of twenty per centum per annum. The lands purchased by some of the above-named persons were intended for speculation.

The following is a list of lands purchased by me in the district of lands subject to sale at this place, to wit: In 1830, October 20th, certificate No. 11,541, the east half of the northeast quarter of section No. 35, in township No. 18, north of range No. 7, east, containing 80 acres. Same year, October 28th, entry No. 11,579, the east half of northwest quarter of section 27, township 18, range 7, containing 80 acres.

Same year, October 29th, entry No. 11,594, the east half of northwest quarter of section 32, in township 17, range 3, containing 80 acres. 1832, February 9th, entry No. 13,963, the west half of the northeast quarter of section 27, in township 18, range 7, containing 80 acres.

I have purchased no lands within this district in trust for others ; nor have I been in anywise concerned therein, directly or indirectly, either gratuitously or for a compensation.

I am, very respectfully, your obedient servant,

J. P. DRAKE, *Receiver.*

Col. JAMES B. GARDINER, *Examiner.*

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e.

LAND OFFICE, *Indianapolis, July* 24, 1833.

SIR: In reply to your inquiry relative to loans made by me to Doctor Canby, late receiver of public moneys at Crawfordsville, I refer you to the accompanying copy of a letter from me to the Secretary of the Treasury in reply to a similar inquiry. In addition to which I will state, that I received a letter from the United States' district attorney (Mr. Judah) while at Crawfordsville, and immediately after having investigated the charges preferred against Dr. Canby, in which he stated that the charges were unfounded, and not sustained by the testimony.

I am, very respectfully, your obedient servant, J. P. DRAKE, *Receiver.*

Col. JAMES B. GARDINER, *Examiner.*

LAND OFFICE, *Indianapolis, May* 24, 1833.

SIR: Your letter of the 10th instant, requesting me to state the particulars relative to accommodations made by me to Doctor Canby, late receiver of the public moneys at Crawfordsville, has been received.

I take pleasure in frankly stating to you the substance of all the transactions in the way of loans from me to Doctor Canby.

About one year previous to his removal from office, I loaned him, I think, about two thousand dollars. In the month of November last, I loaned him one thousand two hundred dollars ; and in the month of December last, I loaned him one thousand one hundred and fifty dollars. The last-named sum was paid off the latter part of December last, and the other sums previous to that time. These loans were not made to enable him to conceal his defalcations from the department. He assured me that he was abundantly able to meet the demands of the department.

During last summer Doctor Canby forwarded to me three thousand dollars for Gen. Johnson, of Bellville ; and, previous to that time, he sent one thousand dollars for Mr. Sheets, of Madison.

Perhaps it may have been thought that these last-named sums were paid me for loans previously made to Doctor Canby, and were the grounds of the intimations referred to in your letter of the 10th instant, which was not the case.

I am, very respectfully, your obedient servant, J. P. DRAKE, *Receiver.*

Hon. LOUIS MCLANE, *Secretary of the Treasury.*

f.

Errors, omissions, &c., discovered upon a comparison of the township plats and tract books in the register's office at Indianapolis, Indiana, July, 1833.

Range.	Towns.	Section.	Part of section.	Errors, omissions, &c.
2	11	25	W. half S. E. quarter	Sold in Jan. 1831; not marked on town plat.
2	11	34	S. E. of N. E.	Marked sold on plat; not entered on tract book.
2	11	35	S. W. of N. W.	Sold Dec., 1832; not marked on plat.
2	12	26	N. W. of S. W.	July, 1832, do
2	12	29	N. W. of S. W.	June, 1833, do
2	14	29	S. E.	1828, do
2	14	29	East half S. W.	1828, do
2	14	34	W. half S. W.	1828, do
2	15	2	W. half S. W.	Nov., 1831, do
2	15	6	W. half N. E.	Oct., 1831, do
2	15	7	E. half S. E.	Dec., 1831, do
2	15	30	S. W.	1833, do
2	15	30	E. half S. E.	Marked sold on plat; not entered on tract book.
2	16	2	W. half N. W.	do do
2	16	11	W. half N. W.	Sold Dec., 1831; not marked on plat.
2	16	15	E. half S. E.	Marked sold on plat; not entered on tract book.
2	16	30	W. half S. E.	Sold Sept., 1831; not marked on plat.
2	17	4	E. half S. W.	Dec., 1831; do
2	17	9	W. half S. E. and E. half S. W.	Nov., 1831; do
2	17	17	E. half N. E.	Feb., 1831; do
2	17	22	E. half S. E.	Oct., 1831; do
2	17	25	W. half S. E.	Dec., 1831; do
2	18	2	S. half N. E.	Dec. and June, '32, do
2	18	2	S. half N. W.	Marked sold on plat; not entered on tract book.
2	18	11	N. W. half of S. W. quarter	Sold June, 1832; not marked on plat.
2	18	32	N. half S. W.	Nov., 1832; do
2	18	32	S. half S. W.	Marked sold on plat; not entered on tract book.
3	10	3	W. half N. E.	Sold July, 1832; not marked on plat.
3	11	11	W. half S. E.	Marked sold; not entered on tract book.
3	12	9	E. half N. W.	Sold May, 1831; not marked on plat.
3	12	12	W. half N. W.	Aug., 1831; do
3	12	12	E. half S. W.	Marked sold on plat; not entered on tract book.
3	12	22	E. half N. E.	Sold Sept., 1831; not marked on plat.
3	12	23	W. half N. W.	Nov., 1831; do
3	12	29	N. W. of N. W. quarter	Marked sold; not entered on tract book.
3	12	36	S. E. half of N. W.	Sold Nov., 1831; not marked on plat.
3	13	7	S. E.	Nov., 1821; not marked on tract book.
3	13	7	S. W.	Nov., 1821, do
3	13	21	E. half N. E.	March, 1831, do
3	13	26	E. half S. W.	Jan., 1832, do
3	14	9	S. W. of N. E.	June, 1832, do
3	14	14	W. half S. E.	Feb., 1831, do
3	14	26	E. half S. W.	July, 1831, do
3	16	8	E. half S. W.	June, 1832, do
3	16	19	W. half N. W.	June, 1832, do
3	17	14	E. half N. W.	June, 1832, do
4	10	11	W. half S. E.	Nov., 1830, do
4	10	31	E. half S. E.	Nov., 1829, do
4	10	32	W. half S. W.	Marked sold; not entered on tract book.
4	11	5	W. half S. W.	do do
4	11	7	W. half S. W.	Sold Oct., 1831; not marked on plat.
4	11	9	W. half N. W.	Marked sold on plat; not entered on tract book.
4	11	12	N. W. quarter and N. E. quarter	Marked on tract book, "not to be sold; located, but not patented." Register does not know for what purpose said 320 acres were reserved; explanation from the Commissioner necessary.
4	11	11	W. half S. W.	Sold May, 1831; not marked on plat.
4	12	7	E. half N. E.	Feb., 1831, do
4	12	10	S. E. of S. W.	Marked sold on plat; not entered on tract book.
4	12	20	S. E. of S. W.	do do
4	12	21	E. half N. E.	Sold Oct., 1827; not marked on plat.
4	12	31	E. half S. W.	Oct., 1830, do
4	12	36	S. W. of N. W.	Nov., 1832, do
4	13	5	W. half N. W.	April, 1831, do
4	13	21	N. E. of N. E.	July, 1833, do
4	13	21	E. half S. W.	Feb., 1832, do
4	13	32	W. half N. E.	Aug., 1831, do
4	13	35	E. half N. W.	Marked sold on plat; not entered on tract book.
4	14	21	N. E. of N. E.	do do

f.—Errors, omissions, &c.—Continued.

Range.	Towns.	Section.	Part of section.	Errors, omissions, &c.
4	17	10	E. half N. W.	Sold July, 1831; not marked on plat.
4	17	10	S. E. of S. E.	June, 1822, do
4	17	35	E. half S. W.	Aug., 1831, do
4	18	15	W. half S. W.	June, 1833, do
4	18	30	W. half N. W.	July, 1831, do
4	18	30	N. W. of N. E.	July, 1831, do
4	18	31	W. half N. W.	Nov., 1830, do
4	18	32	W. half N. W.	Dec., 1830, do
4	18	32	E. half S. W.	Nov., 1831, do
4	18	35	E. half S. E.	Sept., 1831, do
4	19	32	E. half N. E.	Marked sold on plat; not entered on tract book.
4	19	33	E. half N. W. quarter	Sold June, 1833; not marked on plat.
5	11	17	E. half N. E.	Aug., 1831, do
5	12	4	W. half S. W.	Dec., 1830, do
5	13	20	E. half S. E.	Marked sold on plat; not entered on tract book.
5	13	36	W. half S. E.	do do
5	14	11	S. W. of S. E.	Sold June, 1832; not marked on plat.
5	14	14	W. half S. E.	Sept., 1831, do
5	14	15	W. half N. E.	Jan., 1832, do
5	14	17	N. W. of S. W.	March, 1833, do
5	14	26	W. half N. E.	Oct., 1831, do
5	15	1	W. half N. W.	April, 1831, do
5	16	7	W. half N. E.	Jan., 1832, do
5	16	13	W. half N. W.	Marked sold on plat; not entered on tract book.
5	16	32	N. W. of N. W.	do do
5	17	13	W. half N. W.	Sold May, 1833; not marked on plat.
5	17	19	E. half S. E.	Nov., 1832, do
5	17	19	W. half S. E.	Marked sold on plat; not entered on tract book.
5	17	29	W. half S. E.	do do
5	17	33	E. half S. E.	Sold Sept., 1831; not marked on town plat.
5	18	12	E. half N. E.	May, 1833, do
5	18	18	W. half S. E.	Aug., 1830, do
5	19	2	S. W.	July, 1830, do
5	19	20	E. half S. E.	Oct., 1830, do
5	20	24	S. W. of S. W.	July, 1833, do
5	20	25	S. W. of S. W.	Marked sold on plat; not entered on tract book.
6	10	22	E. half N. E.	Sold July, 1831; not marked on plat.
6	13	3	E. half N. W.	March, 1833, do
6	13	10	W. half N. W.	Oct., 1831, do
6	13	18	E. half N. E.	Nov., 1820, do
6	14	5	E. half S. E.	Feb., 1831, do
6	14	33	E. half S. E.	Nov., 1831, do
6	15	25	E. half S. W.	Feb., 1831, do
6	16	30	S. E.	Marked sold on plat; not entered on tract book.
6	16	36	E. half S. W.	Sold June, 1831; not marked on plat.
6	17	36	S. E.	Marked sold on plat; not entered on tract book.
6	18	7	N. W.	Sold May, 1833; not marked on plat.
6	20	36	W. half S. W.	June, 1832, do
7	10	7	W. half S. E.	Dec., 1830, do
7	10	24	E. half N. E.	Oct., 1832, do
7	11	1	E. half S. W.	Marked sold on plat; not entered on tract book.
7	11	2	N. W.	do do do
7	11	2	W. half S. E.	Sold May, 1831; not marked on plat.
7	11	4	W. half S. W.	May, 1831, do
7	11	7	W. half S. W.	March, 1833, do
7	11	11	E. half S. W.	Marked sold on plat; not entered on tract book.
7	11	11	W. half S. W.	do do
7	11	13	W. half S. W.	Sold June, 1831, do
7	11	22	W. half N. E. quarter	Oct., 1820, do
7	11	27	W. half S. W.	Feb., 1831, do
7	12	15	E. half S. W.	Feb., 1832, do
7	13	24	E. half N. W.	Sept., 1830, do
7	14	26	N. W. of S. W.	June, 1832, do
7	14	26	S. W. of N. W.	Marked sold on town plat do
7	14	29	W. half S. E.	Sold Nov., 1831; not marked on plat.
7	15	8	W. half N. E.	Marked sold on plat; not entered on tract book.
7	15	10	W. half N. W.	Sold Sept., 1831; not marked on plat.
7	15	28	E. half N. E.	Marked sold on plat; not entered on tract book.
7	15	28	E. half N. W.	Sold Aug., 1830; not marked on plat.
7	15	29	E. half S. W.	July, 1831, do
7	16	8	W. half S. E.	April, 1833, do
7	17	3	E. half N. E.	March, 1833, do
7	17	8	S. W. of S. E.	Oct., 1832, do

f.—Errors, omissions, &c.—Continued.

Range.	Towns.	Section.	Part of section.	Errors, omissions, &c.
7	17	20	E. half S. E.	Marked sold on plat; not entered on tract book.
7	17	21	E. half N. E.	Sold May, 1829; not marked on plat.
7	17	21	E. half N. W.	Oct., 1830, do
7	17	21	E. half S. W.	Nov., 1830, do
7	18	10	W. half N. E.	Aug., 1830, do
7	18	10	E. half S. W.	Oct., 1828, do
7	18	10	W. half S. W.	March, 1829, do
7	18	23	E. half S. E.	Nov., 1828, do
7	18	23	E. half N. W.	June, 1831, do
7	18	23	W. half N. W.	Oct., 1830, do
7	18	33	N. E. of S. E.	Sept., 1832, do
8	11	17	E. half S. E.	Marked sold on plat; not entered on tract book.
8	11	18	S. W. of N. E.	Sold July, 1832; not marked on plat.
8	11	21	E. half N. E.	Marked sold on plat; not entered on tract book.
8	11	21	W. half N. E.	Sold May, 1833; not marked on plat.
8	11	21	E. half S. E.	Marked sold on plat; not entered on tract book.
8	11	33	E. half N. E.	Sold Oct., 1826; not marked on plat.
8	12	6	E. half N. E.	Nov., 1830, do
8	12	13	W. half S. E.	Aug., 1832, do
8	12	19	E. half S. W.	Aug., 1831, do
8	12	36	E. half N. E.	Sept., 1830, do
8	13	2	W. half N. E.	Jan., 1833, do
8	13	13	E. half N. E.	Aug., 1830, do
8	13	27	E. half N. E.	Marked sold on plat; not entered on tract book.
8	14	2	W. half N. E.	Sold Feb., 1826; not marked on plat.
8	14	27	W. half S. W.	Dec., 1830, do
8	14	27	W. half S. E.	Marked sold on plat; not entered on tract book.
8	15	5	W. half S. E.	Sold Sept., 1831; not marked on plat.
8	15	7	W. half S. E.	Sept., 1831, do
8	15	15	E. half S. E.	June, 1830, do
8	15	21	E. half N. E.	Nov., 1822, do
8	16	7	W. half S. E.	Marked sold on plat; not entered on tract book.
8	16	21	W. half S. W. quarter	Sold Feb., 1832; not marked on plat.
8	16	27	E. half S. W.	Nov., 1831, do
8	16	30	W. half N. W.	Jan., 1832, do
8	17	6	W. half S. E.	Marked sold on plat; not entered on tract book.
8	18	2	W. half S. W.	Sold Nov., 1831; not marked on plat.
8	18	14	E. half N. W.	March, 1831, do
8	18	19	E. half N. E.	Dec., 1830, do
8	18	19	E. half N. W.	March, 1831, do
8	18	22	E. half N. E.	Marked sold on plat; not entered on tract book.
8	18	27	W. half N. W.	do do
8	18	28	S. W.	Sold Sept., 1829; not marked on plat.
8	18	30	W. half S. E.	Oct., 1830, do
8	19	12	W. half N. W.	June, 1829, do
8	19	22	E. half N. E.	Nov., 1831, do
8	19	25	E. half N. E.	Nov., 1832, do
8	20	11	E. half N. E.	Feb., 1832, do
9	11	17	E. half N. E.	Dec., 1821, do
9	11	17	W. half N. E.	Dec., 1821, do
9	12	31	E. half S. E.	Oct., 1826, do
9	13	8	E. half N. W.	Dec., 1832, do
9	13	15	W. half N. E.	Dec., 1830, do
9	14	7	W. half N. E	July, 1831, do
9	14	9	W. half N. W.	Nov., 1830, do
9	14	15	W. half N. E.	Sept., 1831, do
9	14	15	E. half N. W.	Sept., 1831, do
9	15	5	E. half S. W.	April, 1831, do
9	15	21	E. half S. W.	Feb., 1832, do
9	15	25	W. half S. E.	Oct., 1831, do
9	16	30	W. half S. E.	July, 1831, do
9	16	30	W. half S. W.	Feb., 1832, do
9	17	31	W. half N. E.	Nov., 1830, do
9	17	31	W. half S. E.	March, 1833, do
9	18	3	E. half N. E.	Marked sold on plat; not entered on tract book.
9	18	7	W. half N. E.	Sold Sept., 1831; not marked on plat.
9	18	19	N. W.	Marked sold on plat; not entered on tract book.
9	19	8	N. E. of S. E.	Sold Sept., 1832; not marked on plat.
9	19	36	E. half S. W.	Oct., 1832, do
10	10	29	W. half S. W	Aug., 1830, do
10	11	25	N. E.	Marked sold on plat; not entered on tract book.

f.—Errors, omissions, &c.—Continued.

Range.	Towns.	Section.	Part of section.	Errors, omissions, &c.
10	11	35	N. E. of N. W.	Sold July, 1832; not marked on plat.
10	12	32	E. half S. E.	Sept., 1830, do
10	15	14	W. half S. E.	June, 1831, do
10	15	35	W. half S. E.	Sept., 1831, do
10	17	18	W. half S. E.	Jan., 1824, do
10	18	28	W. half N. W.	Marked sold on plat; not entered on tract book.
10	18	28	W. half S. W.	do do
10	19	25	W. half N. W.	do do
10	19	25	W. half N. E. quarter	do do
10	19	20	E. half N. E.	Sold Dec., 1830; not marked on plat.
10	19	20	W. half N. E.	Dec., 1830, do
10	19	20	W. half S. E.	Dec., 1830, do
10	19	27	E. half N. W.	July, 1830, do
10	20	2	N. W.	Nov., 1831, do
11	11	18	E. half N. E.	Oct., 1831, do
11	12	14	W. half N. E.	Feb., 1831, do
11	12	27	W. half S. W.	Jan., 1830, do
11	14	24	W. half N. W.	Jan., 1831, do
11	15	29	E. half N. W.	Nov., 1830, do
11	17	11	E. half S. W.	Sept., 1830, do
11	18	18	E. half N. E.	Marked sold on plat; not entered on tract book.
11	19	17	W. half S. W.	Sold June, 1830; not marked on plat.
12	18	22	W. half S. E.	Nov., 1831, do
12	18	25	N. W. }	Sold, but not marked on plats nor tract book.
12	18	25	S. W. }	
12	19	10	E. half N. E.	Nov., 1830; not marked on plat.
12	20	26	W. half N. E.	May, 1831, do

g.

BROWN'S HOTEL, *Indianapolis, Indiana, July* 22, 1833.

SIR: In the further prosecution of my duties here, I am instructed to ascertain whether you, or any clerks in your employ, have been "engaged as agent for the holder or holders, owner or owners, of military bounty land scrip, for the sale, exchange, or transfer, of the same at your office, or in facilitating the reception thereof for public lands, when, otherwise, the purchase money would have been paid in cash."

I am further required to obtain your *written* statement, embracing all facts within your knowledge relative to this subject as far as the transactions may have taken place within your district.

You will therefore please to state in your reply to this note,

1st. Whether you have had any agency or participation whatever in facilitating the exchange of scrip for money in the purchase of lands in your district, either gratuitously or for a compensation?

2d. Whether any clerk in your employ has been, at any time, engaged as agent for the owners or holders of scrip, either gratuitously or for a compensation? And if for a compensation, to what amount? or whether such clerk, while in your employ, has had any concern or participation, either *in* or *out* of your office, in aiding or advising, or in any manner interfering in the exchanges of scrip; and if so, in what manner, and for how long a time?

3d. Whether any exchanges of scrip, by other persons, have been made within your office? and whether any overtures, bargains, or agreements, of any kind, have been had there for that purpose between the holder or holders of scrip, or their agents, and persons or their agents, designing to purchase lands?

I have the honor to be, very respectfully, your most obedient servant,

JAMES B. GARDINER, *Examiner.*

ARTHUR ST. CLAIR, Esq., *Register Land Office, Indianapolis, Ind.*

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h.

LAND OFFICE, *Indianapolis, July* 22, 1832.

SIR: I have received your note of this day, making inquiries whether I have been engaged in the exchange or purchase of military bounty land scrip, as agent or otherwise.

As to your first interrogatory, I have to answer that I have had no agency or participation whatever in facilitating the exchange of scrip for money, either gratuitously or for a compensation, directly or indirectly, except five hundred and fifty dollars which was sent to Gen. Drake, the receiver, by Gen. Duncan, of Illinois, which was assigned to me, (why, I do not know, as I was not consulted.) At the request of the receiver's clerk, I made blank assignments of the scrip, and handed the same back to him; but had nothing to do in the exchange of the same, nor did I receive any compensation for the transaction.

As to your second interrogatory, I would state that Mr. Sharpe, my clerk, has exchanged scrip to a large amount; but as I never interfered or participated in such exchange, and was therefore unable to give anything like a correct statement of his dealings therein, I requested him, by note, to give me a detailed statement of his transactions in the same; which is herewith submitted as part of my answer. My former clerk, V. C. Hanna, exchanged a small amount for the Hon. Mr. Hendricks, in 1830 or 1831,

say five hundred dollars; and, also, a small amount for N. McCarty; what amount I do not know, or what compensation he received.

In answer to your *third*, I say that I know of no other persons making any exchanges of scrip in my office, overtures, bargains, or agreements of any kind, having been had for that purpose, between the owners or holders of scrip, or their agents, and persons or their agents, designing to purchase public lands. I would further state that the proceeds arising from the exchange of scrip have never been offered to any clerk in my employ, at any time, in lieu of any compensation they would otherwise have received; but have uniformly paid them a fixed and stated salary.

I have the honor to be, very respectfully, your obedient servant,

A. ST. CLAIR, *Register.*

Col. JAMES B. GARDINER, *Examiner.*

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i.

INDIANAPOLIS, *July*, 22, 1833.

SIR: In reply to your note of this day, I would submit the following statement of the amount of military land scrip that I have received and exchanged; who from, and for what premium, viz:

Amount of military land scrip received and exchanged, and from whom, &c.	Am't received for exchanging.
From N. McCarty, of this place, agent for Philo Hale, Hon. Thomas Ewing, Henry Stanbery, and others, from the 1st of September, 1831, to 27th July, 1832, the sums of 60,000 dollars	$431 48½
From same, from 27th July, 1832, to the 17th instant, the sum of 98,800 dollars	753 73
From Henry Clark, Thomas Ewing, and H. Stanbery, from 1st of September, 1831, to 28th January, 1832, the sum of 11,756 dollars	235 12½
From A. W. Harrison, of this place, agent for the Hon. Jonathan McCarty, February, 1833, 300 dollars	3 00
From Homer Brooks, of this place, 2,800 dollars, May, 1833	43 50
From Hon. William Hendricks, 437 dollars, June, 1833	4 25
From Henry Hurst, clerk of the district court in this State, 400 dollars	6 00
From Thomas Johnson, of this county, 200 dollars, some time in 1832	2 00
	$1,479 09¼

I also exchanged for N. Palmer, of Jefferson county, Indiana, 200 dollars; Colonel Pepper, sub-agent Pottawatamie Indians, 300 dollars, and a small amount for the Hon. Wm. Hendricks; for which exchanges I received no premium.

I have no memorandum or recollection of further dealings in scrip of any kind, but it is probable that I have exchanged other small amounts which, I think, could not amount to more than 2,000 dollars.

In answer to your further inquiry, I have it to say that, some time prior to the ninth of June, 1831, (the time at which I commenced writing in the register's office,) you made a proposition to me to clerk in your office, at which time you offered me a stated salary, which I accepted, and have continued to receive up to this time, without any change whatever; and further, that the exchange of scrip has never been mentioned by you, or considered by me as a part of the compensation of my services, or have you received from me the first cent of the proceeds of the scrip.

Yours, &c.,

THOS. H. SHARPE.

ARTHUR ST. CLAIR, *Register.*

NEW ORLEANS, *January* 16, 1834.

SIR: I have the honor of remitting you a copy of my report of the examination of this office, the original of which has been addressed to the Commissioner of the General Land Office.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

Honorable R. B. TANEY, *Secretary of the Treasury.*

NEW ORLEANS, *January* 16, 1834.

SIR: I arrived in this city on the 5th instant, and commenced my examination on the next day, and concluded, after various interruptions, on the 15th, not including, however, more than seven working days, during which time I inspected all the books from 4th January, 1831, to the present day. My reason for going as far back as the time when my predecessor, Mr. King, had left off, was the little business transacted in the office during that time. The examination might have taken up less time, but these things are not done so expeditiously in town as in the country on account of their late breakfasts—four hours and a half in the morning, and one in the afternoon, is all the time that can be usefully employed; the weather has been so bad as to make it dark at 5 o'clock, and the cold so great (there being no fire in the office,) as to benumb the fingers; the officers, too, would be absent when some important document or information was requisite. You may easily suppose that, in a city like this, a salary of five hundred dollars (the commission on sales amount to nothing,) cannot support and keep within doors an individual who, out of that, has to pay a rent of four hundred dollars. I have, myself, lost a number of days from the difficulty of finding them at the office. The examination being closed, I signed on the journals of both offices, a certificate of my having examined all the books from the 4th of January, 1831, and seen

all the errors corrected. This measure, for which I had no precedent, appears to me necessary, since it is right that every examiner should bear the reponsibility of his own investigation, and at the same time apprise his successor where his labors ended. This course, which I hope you will not disapprove, I mean to follow for the future.

The books in both offices were neatly kept, the papers well labeled. The register, in addition to his present furniture, wants a press for the preservation of the papers of the adjusted land claims under the law of the 4th January, 1832; also, a large table, both valued at thirty dollars.

The late receiver kept his books in a mercantile form, that is, did not reproduce in his journal the details of his register of receipts, nor in his ledger those already consigned in his journal. The register of receipts showed the number of the section, township, and range, in which the purchased tract laid, but was silent as to the subdivision of that section. You must have perceived, also, that each officer, in coming into office, commenced a new series of numbers: the present one was about doing the same when I advised him to go on with the numbers of the register, and preserve the same identity in both offices. The register keeps no ledger and tract books. His reason for not opening the latter is, that new surveys are to be made of the old districts, which of course would render useless any book commenced at this moment. His journal hardly deserves the title: it is more properly a sales' book, in which all the subdivisions of the register of certificates are consigned in writing, and *in regular series*, which is not the case with the last-mentioned book; the former register having appropriated a separate page for each tract sold under a different law—a confusion which the officer himself is sometimes at a loss to dispel. The plats are neither bound nor pasted on canvas, nevertheless in good order: but how can it be otherwise, considering the little business transacted in the office? Subjoined is the errata list, account current, and list of furniture.

Although my health has been very bad, I have still gone on when I thought myself sufficiently strong to encounter the fatigues of traveling, but I am now so delicate that very little exertion brings on fever and hemorrhage. The way to Augusta is long and dreary; the rains that have prevailed for two months past have overflowed the country, swelled the creeks, and even made swimming parts of the road that never were known to be under water before; the accommodations, too, are of the roughest kind, and the cabins wide apart. There is, therefore, a physical impossibility for me to visit that office, which, I assure you, I very reluctantly give up. I will probably to-morrow proceed up the river, and examine Washington and Mount Salus, after which I will return home. Quiet and a moderate exercise will, I hope, restore me to my wonted health.

The register wishes to know whether he is entitled to fees on the delivery of the final certificates? I think not.

I am very respectfully, sir, your obedient servant, V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Errata in the receiver's books.

Receiver's Nos.	Register's Nos.	Register of receipts.			Section.	Township.	Range.
		Section.	Township.	Range.			
169	205	50	12	17 should be.	50	12	14
169	205	34	17	14 should be.....	34	17	17
155	191	111	14	15 should be.....	111 & 112	14	15
133	169	135	14	15 should be.....	135	14	15
133	169	136	15	15 should be.....	136	15	15
122	158	150	14 & 15	15 should be.....	150	14	15
122	158	2 & 149	14	15 should be lot 2....	149	14	15
118	154	43	12	13 should be.....	42 & 43	12	13
116	152	43	....	.... should be.....	42 & 43	....	....
110	146	1	12	13 should be lot 1....	32, 19, 7	12	13
109	145	2	2	14 & 15 should be lot 2....	136	14	15
109	145	9	2	14 & 15 should be lot 2....	59	14	14
102	138	The numbers of the section left out.					

Errata in the register's book.—Register of certificates.

No. 207, [Lot No. 1.] omitted.

Journal.

No. 158,	136 acres	$171 15	should be 136.90 acres		$171 12
No. 169,	range 15.....	122 66	should be range 14		122 54
No. 176,	$239 60 should be.....	239 65	No. 225,	$59 62 should be.....	58 61
No. 181,	120 00 should be.....	120 12½	No. 456,	242 00 should be.....	242 50
No. 196,	73 80 should be.....	73 50			

The receiver of public moneys at New Orleans in account current with the United States.

DR.

To sales made in December last	$1,042 50
To sales made in this month	120 50
Total,.....	$1,163 00

Contra, CR.

By so much deposited in the Commercial Bank, of this city, to the credit of the United States, $1,163 00

V. M. GARESCHE.

A list of furniture belonging to the United States in the office of the register:

Pine board book-case, with desk and compartments	$15 00
Pine board press, with book divisions and pigeon holes	20 00
	$35 00

Wants a table, ten dollars, and another press like the above, twenty dollars, to keep the papers relative to the adjusted land claims under the law of the 4th of January, 1832.

V. M. GARESCHE.

NEW ORLEANS, *January* 16, 1834.

ALEXANDRIA, *Louisiana, October* 6, 1833.

SIR: I have the honor of enclosing a copy of my report to the Commissioner of the General Land Office, dated 6th instant.

I have been detained at this place, by a severe bilious fever, of which I am so far recovered as to hope, in a very few days, to take up again my line of march. I regret my detention the more as I expected to be present at the sales of lands which are shortly to take place in the State of Mississippi; my presence would not, perhaps, have been without some advantage to the treasury.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

The Hon. WILLIAM J. DUANE, *Secretary of the Treasury.*

OUACHITA, *Louisiana, October* 6, 1833.

SIR: My examination of this office commenced on the 27th ultimo, and closed on the 5th instant, making eight days, deducting Sunday. The enclosed account current with the receiver exhibits a deficiency of $798.17½. No voucher has been placed before me respecting the amount of bills, $5,627, which stand to the credit of his account, and are said to be on their way to New Orleans. In making this remark, I do not wish to be understood as casting any suspicion on his veracity, but only to place the business in its true light, as I understand a correspondence has taken place between the honorable Secretary of the Treasury and him on the subject of the deposits. I would further remark that the small bills are generally sent to the credit of his own account, until the amount becomes sufficiently respectable, when it is transferred to the credit of the United States. Mr. Friend's departure for Alexandria, in the adjoining parish, will prevent me from giving the description of the notes which form the $409.56½ of the sales of the 28th ultimo, and also included in my account of the sales made on the 3d of this month, $1,754.55¼. The receiver's handwriting is so far from being legible that my examination was thereby protracted more than usual. At his office my investigations were pursued as far back as the 1st of April; at the register's partly only in April. I found that in the hands of these gentlemen, in common with most of the officers of the land offices I have visited, the journal and ledger, from the manner in which they are kept, are worse than useless. Ignorant of the art of book-keeping, they do not make their entries according to established forms, or, if they do, these entries have no reference to those in the ledger, which therefore becomes a mere account current book. In general, the sum of their monthly abstract of sales is written under the closing column in the ledger and journal, whether it corresponds or not. After I had corrected the mistakes it became my duty to sum up all the columns in the different books of both offices, making an aggregate of about sixty pages. I had also to page the books, and make the monthly and quarterly entries in both journals, open the accounts in register's ledger, and teach them to post from one book to another. I hope that there will be now no excuse for the former errors. There are few offices, indeed, where I had not to assume the same professorship, for, simple as it is, few seem to understand it. From what I have stated, the numerous discrepancies, of which you have a list below, and the great business done at this office, you will not consider it, I hope, strange, that I should have devoted eight days to this labor. Another circumstance which did not a little contribute to this delay is, that, in comparing the registers of certificates and receipts together, I never referred to the applications, except where the books did not agree, supposing that, where they did, the entries must of course be correct. I have, however, found instances of their agreeing together, and yet be at variance with the applications; and instances, also, where the applications were filled up wrong, as you will presently see. I had in that case to go back to the receiver's office, and correct on his books, perhaps, the corrections previously made. This will for the future make me alter the course of my examination, which I shall begin from the applications, instead of comparing the books together.

I beg leave to draw your attention to the following errors, viz:

1,348 is a tract of land sold, 5th ultimo, to Jacob Resser, situated in the northwest quarter of the northwest quarter of section 26, township 12, range 8 east, and yet the same individual had already located the same land before, by entering on the 30th August last No. 1,338, being the west half of northwest quarter of the same section, township, and range. The application must therefore be wrong.

1,301, 1,302, are two tracts of land sold on the 16th August last to Blundell and Smith, and stated in the application to be in township 4, range 3 west. But this township, being on the right bank of Red river, belongs to the district of Opelousas. Township 6 is probably meant, VI. being mistaken for IV.

The township plats are pasted on canvas, but not bound: they are preserved, however, in good order, in large portfolios. It would, perhaps, be better to send them already bound to those offices located in small towns where no binding can be done; for now, without suspending the business of the office, it becomes impossible to have them removed for the purpose. There is in this office but one tract book, and it contains unsalable townships: no entry, therefore, has been made therein. The office of the register contains but one small desk, not sufficient for all the papers, which are now kept in trunks and boxes, too

much accessible to mice. I still recommend a large table being allowed him. The officers have but an incomplete copy of the acts of Congress of 1831: they stand in need of the laws that have subsequently been enacted on the subject of the lands. The receiver ought to have an iron chest, of the value of about $50. You will see the necessity of it when you consider the magnitude of the business done at the office, and its remote situation from the place of deposit.

It appears that the applications received in Mr. Hughes' time are not to be found.

The township 16, in range 14 east, has, I think, been entered previous to its being offered at public sale: it had been marked as unfit for cultivation in former plats; but a subsequent survey having proved it to be one of the best in the State, some persons in the State of Mississippi availed themselves of the early knowledge they had of the circumstance to enter it, which was permitted, perhaps, in the supposition of its being useless land. They came with the new plat in their pocket, and I am not certain that the old and new assistant surveyor had not something to do with it. The surveyor general, Dunbar, it is true, sent early information; but private interest traveled faster than the mail. The petition, a copy of which I transmitted you from Washington, Arkansas, (and which it is said received its birth in the State of Mississippi,) may, perhaps, have some connection with this transaction.

Now that we are upon this subject, I must animadvert upon a fact which took place on the 25th of November, 1830, and which, perhaps, is not a solitary instance of the frauds committed at public sales. On the day above alluded to, a sale of public lands took place, and the tracts under Nos. 435 to 444, and 446 to 448, inclusive, were bidden for at rates from $3.50 to $6, but were entered after the sale at $1.25. Several persons can certify to the fact, and amongst others, William N. Anderson, esquire, who now lives near Little Rock, and who was, on that day, officiating as crier or clerk. I am told that it is not an unusual thing for people to bid up at public sales for lands which they do not intend to enter, and on the next day, when the land has been forfeited to them, their friends come in, and secure it at $1.25: thus may the best lands be sacrificed, and a door open to a very extensive fraud. My duty was to point out the evil; with you is left the remedy.

This little place suffers a great deal under the pressure of two heavy claims to the north and south of it. I allude to Bastrop and Maison Rouge's. It is time that Congress should decide upon the merits of these claims, which comprise some of the best lands in the neighborhood, and reduce to a state of nullity a place which otherwise might be thriving.

The receiver lives in town; the register about 5½ miles from it, but has been, as I am informed, very punctual in his attendance upon the office. He is generally esteemed. Below is a list of the lands entered by these two officers. You have also the account current with the receiver, and a list of the furniture belonging to the United States in this office.

I met here, on my arrival at this place, the receiver of public moneys at Washington, Arkansas; he was on his return from Natchez, where he had gone to make a deposit.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Errata in the receiver's books.

In the register of the receipts:

No.	
1,280	Township 8, should be township 9.
1,281	Township 13, should be township 18.
1,305	W. half of N. W. quarter, should be W. half of S. W. quarter.
1,306	Section 22, acres 39.81¼, should be section 33, acres 39.81¾.
1,308	Section 32, acres 39.81¼, should be section 33, acres 39.81¾.
1,332	Lots 17 and 49, should be 17 and 19.
1,188	S. E. quarter of S. W. quarter, should be N. E. quarter of S. W. quarter.
1,189	N. W. quarter of S. W. quarter, should be N. W. quarter of S. W. qr.
1,185	Sections 33 and 35, should be lot 3 of section 35.
1,194	$319.57, should be $309.57.
1,348	Acres 40.34¼, should be $40.36¼.

In the journal:

No.	
1,194	$319.57, should be $309.57.
1,218	Township 14, should be township 12.
1,219	N. half, should be N. half of S. W. quarter.
1,247	Range east, should be range west.
1,267 a 1,273	Lot No. 41, should be lot No. 40.
1,277	71.18¾, should be 70.18½.
1,295	$197.87½, should be $198.
1,311	$99.18¾, should be $99.21¾.
1,312	N. W. quarter of S. E. quarter, should be S. W. quarter of S. E. qr.
1,321	Section 40, should be section 47.
1,322	Township 10, should be township 11.
1,326	Range 13, should be range 12.
1,329	$236.81¼, should be $236.58¾.
1,334	Township 14, should be township 15.
1,338	Section 24, should be section 26.
1,348	$50.45½, should be $50.42¾.
1,355	Range east, should be range west.
1,366	79.8¾ acres, should be 79.82¾ acres.

N. B.—The same errors in dollars and cents are also found in the ledger.

Errata in the register's books.

Register of certificates:

No.	
1,169	75.31 acres, $95.12½, should be 75.30 acres, $94.12½.
1,218	$50.08, should be $50.09.
1,221	$199.73¾, should be $199.83¾.
1,232	158.96 acres, should be $158.94.
1,249	N. W. quarter of N. E. quarter, should be S. W. quarter of N. E. qr.
1,255	$50.23¾, should be $50.17.
1,260	105.76 acres, should be 105.76¼ acres.
1,274	$214.08¾, should be $214.80¾.
1,276	$214.08¾, should be $214.80¾.
1,295	$197.56¼, should be $198.
1,302	79.39¼ acres, should be 79.35¼ acres.
1,311	$99.18¾, should be $99.21¾.
1,312	39.93 acres, should be 39.93¾ acres.
1,318	$214.80, should be $214.81.

Amount in April, $2,273.22½, should be $2,306.14¾.
Amount in May, $745.52½, should be $755.80½.
Amount in June, $4,837.42, should be $4,948.42¼.

Plats:

No.	
1,326	Not entered.
1,345	
1,346	
1,367	
1 368	
1363	
1376 a 1,378	
1,255	

Journal:

No.	
1,204	$50.80½, should be $50.82½.
1,219	$80, should be $100.
1,221	$199.73¾, should be $199.83¾.
1,222	Township [4, range] left out.
1,229	Section 32, should be section 22.
1,232	$158.98, should be $158.94.
1,236	Township 13, should be township 12.
1,249	N. W. quarter of N. E. quarter, should be S. W. quarter of N. E. qr.
1,254	172.97 acres, should be 172.97½ acres.
1,255	40.13 acres $50.23¼, should be 40.13¾ acres, $50.17½.
1,266	$101.66½, should be $100.28¾.
1,282	$205.07½, should be $205.07½.
1,283	$319.49, should be $219.49.
1,286	Words [section 26] left out.
1,302	79.39¼ acres, should be 79.35¼ acres.
1,295	$198.56¼, should be $198.
1,309	80.14½ acres, $100.18, should be 80.14½ acres, $100.17¾.
1,311	$99.81¾, should be $99.21¾.
1,312	39.93 acres, should be 39.93¾ acres.
1,322	$299.87, should be $199.87½.
1,333	$324.13, should be $334.03.
1,363	$81.24, should be $81.04.
1,365	$156.50¼, should be
1,366	79.83¾, acres should be 79.82¾ acres.
1,379	$48.76½, should be $48.67½.

N. B.—The errors in dollars and cents found in the journal, are also to be found in the ledger.

The receiver of public moneys at Ouachita, Louisiana, in account current with the United States.

Dr.

1833.			
August 30.	To amount due by last return	$23,365	11¼
Sept. 26.	To sales up to this day when I took an account of the moneys	11,658	96¼
Sept. 30.	To additional sales this month	409	56¼
	To difference in the sales of July	9	41
	To difference in the sales of August	350	99
	To amount of stationery charged in former account, and rejected by you	40	00
		$35,834	03¾
	To deficit found in the moneys	$798	17

CR.

1833.			
August 29.	By deposits made in U. S. Bank at New Orleans		$12,934 00
Sept. 12.	By deposits made in U. S. Bank at New Orleans		5,700 00
Sept. 12.	By deposits made in U. S. Bank at New Orleans, as per receipts	$1,000 00	
	By deposits made in U. S. Bank at New Orleans, as per receipts	200 85	
			1,200 85
October 3.	By deposits made in U. S. Bank at New Orleans, as per receipts	$2,700 00	
	By deposits made in U. S. Bank at New Orleans, as per receipts	2,650 00 1,000 00	
			6,350 00
October 3.	By cash in the receiver's chest, specification below		1,944 50
October 3.	By cash which could not be specified for the absence of the receiver		409 56¼
October 6.	By bills on their way to New Orleans, as per a memorandum made out by the receiver, but for which I have no other voucher, viz:		
	Sept. 11. Bought of J. Walker, a check for the Planters' Bank, Mississippi	$4,000 00	
	Sept. 23. Balance in the office of discount and deposit at Alexandria, Louisiana	397 75	
	Sept. 23. Balance in the hands of J. Walker, Natchez, to be drawn for	1,129 25	
	Sept. 12. Parish judge's bill on State treasury	100 00	
			$5,627 00
	To receiver's salary for the quarter		125 00
	N. B.—The register's salary was paid subsequent to the money being counted, although included in the receiver's schedule of expenses.		
	By his compensation for the deposits of July and August		165 30
	By his commission on $18,634 deposited		186 34
	By cash advanced to the register on his commission for the quarter		112 12½
	By cash paid in the hands of R. Winn to be paid to S. Bailliar, as directed by Commissioner; [of this I have no voucher]		98 75
	By compensation for the risk incurred in depositing $6,350		23 94
	By compensation for the expense and labor in depositing in July and August		95 00
	By commission on $6,350 deposited		63 50
	By deficit		798 17
			$35,834 03¾

V. M. GARESCHE.

OUACHITI, *La., October* 6, 1833.

N. B.—The receiver, in a note to me, says that he has sixty-one dollars to his credit in the United States' Bank at New Orleans, and can draw at sight for the balance due on Miramond, O'Duhigg & Co., at New Orleans.

Specification of the moneys in the hands of the receiver, viz:

United States Bank or branches	$380 00
State Bank of Mississippi at Natchez, 1 note $100 State Bank of Mississippi at Natchez, 1 note $10	110 00
Planters' Bank at Natchez, 3 notes, $100, $300 Planters' Bank at Natchez, 2 notes, $20, $40	340 00
Bank of Louisiana at New Orleans, 3 notes, $100, $300 Bank of Louisiana at New Orleans, 1 note, $20 Bank of Louisiana at New Orleans, 1 note, $10	330 00
Union Bank of Louisiana, 3 notes, $50, $150 Union Bank of Louisiana, 3 notes, $20, $60	210 00
New Orleans Banking and Canal Company, 3 notes, $100, $300 New Orleans Banking and Canal Company, 4 notes, $50, $200 New Orleans Banking and Canal Company, 2 notes, $20, $40 New Orleans Banking and Canal Company, 1 note, $10	550 00
Bank of New Orleans	5 00
Specie	19 50
	$1,944 50

A list of the lands entered by the receiver.

1832. October 1.

No.		
863.	Wm. Stephenson and Jos. Friend, lots 27 & 28, T. 22, R. 13 E., acres	325.20
864.	Patrick Barry and Joseph Friend, lot 3, S. 14, "12, "10 W., acres	138.00
865.	Same, lots 1 and 2, S. 4, T. 12, R. 10 W., acres	244.60
866.	Same, lots 1, S. 15, T. 12, R. 10 W., acres	140.95
867.	Same, lots 4, S. 13, T. 12, R. 10 W., acres	111.02
868.	Joseph Friend, lot 26, T. 22, R. 13 E., acres	162.50
596.	Joseph Friend, lot 11, T. 10, R. 11 E., acres	168.00

1832. November 22.

No.		
1,043.	Joseph Friend, N. E. qr., S. 30, T. 8, R. 5 W., acres	153.53
1,044.	Joseph Friend, lots 3 and 4, S. 20, T. 8, R. 5 W., acres	205.25
1,045.	Joseph Friend, lot 3, S. 29, T. 8, R. 5 W., acres	89.20
	Acres	1,738.25

Entered by Samuel Friend, receiver's brother.

1832. January 2.

No.		
737.	Lot No. 6, township 9, range 11 E., acres	89.77
1,040.	Lot 4, section 29, township 8, range 5 W., acres	79.16
1,041.	E. half of S. E. quarter, sec. 30, township 8, range 5 W., acres	76.76
	Acres	245.69

Entered by the register.

Lot or fractional section 25, township 22, range 12, acres	169.02
N. E. quarter of N. W. quarter section 28, township 18, range 2 E., acres	40.00
Acres	209.02

A list of the furniture in the land office at Ouachita, Louisiana, belonging to the United States, viz:

In the receiver's room.

Book and paper case, with compartments, made of cypress, cost 24 dollars	$24 00

N. B.—The receiver ought to be allowed an iron chest.

In the register's room.

One book and paper case similar to the above, but smaller	$14 00
An incomplete copy of the acts of Congress of 1831	75
	$38 75

N. B.—He wants a larger press, and also a large table for the township plats.

OUACHITA, *La., October* 6, 1833.

V. M. GARESCHE.

OPELOUSAS, *Louisiana, December* 3, 1833.

SIR: I have the honor to address you the duplicate of the report of my examination of the land office at this place, the original of which has been forwarded to the Commissioner of the General Land Office.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

Hon. R. B. TANEY, *Secretary of the Treasury.*

OPELOUSAS, *Louisiana, November*, 1833.

SIR: My last report, dated the 16th ultimo, mailed at Alexandria, seventy miles north of this place, had an endorsement from Doctor Hale, stating the reasons of my detention at the latter place. One day, however, after leaving my bed, I was mounted on my horse, anxious to encounter the intricacies of the office at this place. My progress was slow; after giving one day to repose, I commenced my examination on the next. But whether I was not in a situation to leave Alexandria, or that the fatigue of riding was too great for me, or my mental labors more than I could meet, true it is that a relapse has been brought on; and that, after five days, I was confined to my bed by fever and a violent hemorrhage. I trouble you with all these details to explain my apparent inactivity. My examination, which commenced on the 26th ultimo, and finished on the 3d instant, contains nineteen working days.

The account with the receiver exhibits a deficiency of $294.79½, as the annexed statement will prove. I was, of course, very particular in my information about his character, which rather too long a sojourn in this place gave me an opportunity of obtaining. It is fair and honest, and this little flaw must be attributable to mixing [for the want of a public iron chest] United States' moneys with his own; nothing, therefore, ought to be inferred against his probity from the above deficiency, and my defence of his character is nothing more than what I think him entitled to. My indagations on the books extended as far back as the first of January last; not that there was any necessity for ranging so wide, but the temporary absence of the receiver, who had the journal and the ledger in the country, left me an opportunity of which I took advantage. Every book of the register's was in fine order, and without any other discrepancies but the two noted at foot. The journal and ledger were in arrear from the 31st of July last. The papers of the office are kept in praiseworthy order.

From the chaotic state in which the business of the office was left by his predecessor, it was hardly to be expected that he would be able to draw forth clearness and order; but, from what I have wit-

nessed, I remain convinced that his exertions have been, and are still, very arduous to elicit all light possible from such a state of darkness; and, if I may judge from the officers whose offices I have already visited, very few would have had the talents, and still less the patience, to persevere in this herculean task. In permitting the entry of lands that were not, and will not yet, for a long time, be surveyed, a door to innumerable difficulties has been opened, that will, for a long time yet, require such a man as Mr. King at the head of this office; for, the want of vouchers from his predecessors leave him no clue through such a labyrinth. The *exhibit*, therefore, should not be regarded as a balance sheet of the affairs of the office, but only as a true statement of their situation at the time, subject to such emendations as the receipt of new vouchers or information may occasion. It was in that light, I believe, that it was viewed by your predecessor, if I judge from his letters, which Mr. King has submitted to my inspection. He tells me that he has given you such information about Johnson and Bundie's cases as he hopes will prove satisfactory. In case they should not be explicit enough, I will add one more. To begin in order, we shall first dismiss Reed and Johnson's case. The former [Reed] was the original settler and pre-emption claimant; but Johnson came one day to the office, and stated that Reed had assigned to him his pre-emption right; and, although he produced no proof of the transfer, he was, nevertheless, allowed to file his application. Reed coming subsequently, denied the assignment, paid the money, and entered his claim. The receipt was, by the former officer, enclosed in the application made by Johnson, and, when referred to Messrs. King and Todd for the purpose of making the *exhibit*, the first paper which came to their notice was Johnson's application, and the endorsement on the enclosed receipt corresponding exactly with the description of the tract in Johnson's application, was considered without any further investigation as Johnson's own receipt: hence his name placed on the list; but when, after some time, the receipt, being open, discovered Reed to be the real purchaser, his name was substituted for Johnson's, leaving still the description of the tract the same as before.

Now, to understand Wm. Bundie's case, it is necessary to lose sight of the marginal numbers, 155, 156, &c., which have reference only to the books of this office, and consider none but the documental numbers, 208, 210, &c. It follows that Wm. Bundie became purchaser on the 21st November, 1818, of four tracts of land, for which he paid 80 dollars on account of each—receipts Nos. 208, 210, 211, and 212, making 320 dollars. Of these four tracts, three were assigned, viz., Nos. 210, 211, 212, the two first to Geo. King and J. Dupre, and the third to Geo. King, these gentlemen having advanced the money; these three tracts are fully described. The first of the four tracts, No. 208, is not described—*that* was paid with Wm. Bundie's own money. When the four tracts were forfeited, the amount of the tract under No. 208 was refunded to the widow of Wm. Bundie, and that of the other three to the assignees.

In answer to one of the solutions required from this office by your instructions, I send you here, enclosed, a "list of all the tracts paid for in full, of which no description, or only a partial one, has been heretofore given, and which still remains imperfect." The want of surveys "is the reason why the proper designation of the tract cannot be given."

There is in the register and receiver's office no evidence on file of payments made to Garrard and Lessassier, but receipts come in occasionally, which are immediately transmitted to the General Land Office; the last of these was forwarded on the 24th of July last. Garrard and Lessassier kept no books—their documents consisted of memorandums or scraps of papers; so at least I have been informed. Here, enclosed, is a list of the receipts which are probably still afloat.

In answer to your query "whether the original applications are on file in the register's office, in those cases where the name, &c.," I say that the applications are on file, but contain a local description only of the tract, as no surveys had been made at the time.

I should be satisfied could I flatter myself that I had answered, in an intelligible manner, your different inquiries respecting the outstanding accounts of this office; I may be allowed to hope, however, that I have shed some light on the subject.

The receiver's "register of receipts" was up, and very correct. His journal, (besides the errata at foot,) from April 3d, 1832, to September 30, 1833, contained only the dates of the sales, the names of the purchasers, and the amount carried out in the column of dollars and cents; the description of the tract was left blank. The quarterly entries, such as "incidental expenses to cash," "commission account to cash," "United States to cash," were regularly filled up. But here, after making "cash Dr. to sales of public lands," he invariably makes again "cash Dr. to United States," (instead of to "sales of public lands,") for the amount on hand, placing thereby, twice, the same amount to the debit of cash. It is true that, no entry being made in the ledger, he had no means of discovering the error; but this is another proof, had we not enough of those, of what I have repeatedly said, of the necessity of simplifying the system. It is very seldom that the journal and ledger bear any analogy or reference to each other. Again, the accounts of "incidental expenses" and "commission" were not made creditor to the United States. From 30th September to 18th November of the present year, no blank has been left. In the "register of receipts," some of the columns were left without being summed up—no entry has been made in the ledger since 31st December, 1829, from the receiver, I suppose, not understanding the mode. I have written for him very detailed instructions on the subject, as it appears the *form* was not explicit enough.

Before I close this report, I may be pardoned if I again speak of that very meritorious officer, Valentine King. No one, except he was acquainted with the English, French, and Spanish languages, could fill up this office. The number of persons inserted in the Spanish claims who seek information, either personally or by correspondence, is such as to take up his time from daybreak till very late at night. His patience and industry are unbounded, and when it is considered that the duties of his office have made him abandon his profession as a lawyer, and that his salary, not exceeding $650 per annum, is far from affording maintenance to his numerous family, living in this county being very expensive, and that compensation is granted for the sales at auction of public lands, a task far less laborious, one cannot but wish that he should receive some extra compensation commensurate with his daily labors, and those of winding up the very intricate business of his predecessors—a work which no one can duly appreciate that has not seen, as I have, all the books of information that he is compiling every day. Mr. Garrard, assisted by a number of clerks and ignorant translators, received a salary of $2,000 per annum for the same labors which Mr. King has been, for eleven years, performing alone. In justice to Mr. King, I must say that he has never hinted anything on the subject, except that, trifling as the emoluments are, the loss of the office would be a serious one to him.

The complaints against the surveyors are general throughout the country, either for inaccurate

surveys or the want of them. Those planters located on the Indian claim of the Bayou Bœuf have had, it appears, their lands subdivided differently from the established custom, which is, that, wherever a water course makes a bend inside, the front has its side lines radiating in the shape of an angle, the apex of which is on the other side of the bayou, and, wherever the bend makes outside, the apex is in the rear. Contrary to this method, however, the surveyors have drawn their lines parallel, thereby taking from one to benefit another. If ever a department required a very strict inspection exercised over it, it is assuredly the surveyor's.

I have omitted stating that the tract books were opened in the usual form, with an ingenious index, which made it very easy to find out the different townships. Most of the plates were bound up in one volume, with a pasteboard cover, except about one dozen or more that were loose. Some of the plates are not pasted on canvas, and, on account of the binding, have to be folded in two, which does not contribute a little to injure them. Upon the whole, however, they are in tolerable good order.

Mr. King entered, on the 24th of November, 1830, lots Nos. 5 and 8, sections 19, township 2 S., range 3 E., containing 295.90 acres, $169.87\frac{1}{2}$.

Mr. Sterb, receiver of one of the new offices in the State of Mississippi, I am told, is *far* from deserving the confidence of the administration; and people are surprised to see him fill up an office of so much responsibility.

Mr. Rogers, the receiver, lives six miles out of town.

It would not, perhaps, be difficult to obtain from Garrard, the amount of what he owes, which is, I think, about 15,000 dollars, with interest. Mr. Joseph Andrews was unaccountably released from his security to make room for two securities in a state of insolvency, and whose income this year has, perhaps, exceeded $50,000. This Mr. Jos. Andrews has received, it is said, $10,000 from Garrard—his condition, when he became security, being that all the money should be deposited in his hands. On his being released, he had the above sum, for which, *it is said*, he gave Garrard his obligation. The truth of all this might be known by putting Garrard on his oath. Garrard has some little property that might pay the balance of his debt. Joseph Andrews is Lessassier's father-in-law and his security. Why is he let alone?

The ledger was so far in arrear, that the little knowledge the receiver has in keeping these books, together with the omission in the journal of a number of the quarterly entries, would have made it a work of immense magnitude, if not of total impracticability. I have, therefore, undertaken it, and have brought it up to the 30th of September last. I have not, however, copied twice in the ledger the details of the journal, according to the mode recommended to the offices—a work superfluous, and which would have required the labor of several months. Each entry of the journal has been posted in the ledger in globō, with due references to the dates and folios of the journal, where all the details wanted may be found. There was, as I have already stated, four years to make up, and all the columns of the journal to sum. I have been seven days at this, which are comprised in the nineteen of my examination.

My convalescence is a tedious one—I am still bloated all over with occasional fevers. My duplicate to the Hon. the Secretary of the Treasury, which I intended to mail at St. Helena, will apprise you of the resumption of my labors.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

Errata in the receiver's journal.

No.		
656.	1 S. 2 E.	should be 1 N. 2 E.
625.	$101 12½	should be $101 02½.
601.	99 97½	should be 99 77½.

Register's books.

There was in the journal an error in the number of acres; and in the tract book there was an entry omitted. The memorandum has been lost in my translation, during my sickness, from one house to another.

The receiver of public moneys, Opelousas, Louisiana, in account current with the United States.

Dr.

To balance from last return, dated 30th September last		$8,629 34¾
To sales, per last return, to the 30th October, including certificate 663		1,192 33¾
		$9,821 68½

Cr.

By so much in the Opelousas Bank	9,151 89	
By notes of the United States' Bank and branches	295 00	
By certificate of stock	80 00	
		9,526 89
Deficiency		$294 79½

V. M. GARESCHE.

Opelousas, *Louisiana, October* 30, 1833.

Elijah Hayward, Esq., *Commissioner of the General Land Office.*

A list of the tracts paid for in full in the office at Opelousas, of which there is no description, or a partial one only, viz:

Names.	Description.	Township.	Range.
K. McCrummen		1 N.	4 E.
Jeremiah Greenwell		2 N.	1 W.
Alexander Lewis	Fractional section	14 T.	9 E.
Warren Buford		15	10
do		15	10
Henry Sterling	Adjacent and back of a tract fronting on Bayou Teche, west bank, confirmed by commissioners' certificate B, No. 2,145	14 13	9
Pierre Perdine and others, heirs and leg. rep. of Bte. Perdine		15	10
do do		15	10
Charles Smith		7	4
do		7	4
do		7	4
Agricole Fusilier		14	9
do		14	9
do		14	9
Pierre Guidry		8	6
Robert Rogers	Being in the rear of, and adjacent to, a tract of land confirmed by the commissioners' certificate A, No. 1,241	7	3 4
do	do do B, No. 1,459	7	3 4
Mad. H. Fear		9	6
Peter H. Kentrope		15	12
Daniel Ferguson		3	1
Andrew J. Renois	Fractional section	4 N.	2 W.
Sarah Lyons		6 S.	4 E.
Maria Louise	Situated in Avoyelles, bounded in 1800 by J. Bte. Mayeux, fils, and by Mr. Soileau	1 N.	
Joseph Firmin		1	4 E.
Simon Maros		7 S.	4
John Casson	Right bank of Red river, bounded above by Geo. W. Lovelace, and below by Josias S. Johnston	4 N.	1
John Reeves	On Bayou Yorkley, parish St. Mary, bounded by lands of Lyman Harding, of James Lendos, and the heirs of Dartis	14 S.	9
Clark Barton	Section	3 N. 3 4	1 1 W. 1 E.
Walter McBride		8 S.	6
Samuel Owen		6	4
Celestin Moreau		2	4
James Hayes	On the right bank of Bayou Teche, bounded below by J. Bte. St. Mark Darby, above by Jean Bte. Degrouse, and on the north by Dautrieve Dubuchat	12	7
James Furguson		3	2
Charles Caviner		3	2 E.
Alexander Guillot	Bounded north by Jos. Carmouche, south by Hippolita Joffrion, and east by Jos Joffrion Avoyelles	2	4
Charles Mulhollan		3	1 W.
George Huison		2 S. 3	1
Jos. L. B. Fontenot	In Prairie Tagutaigue, between the land of John Chapman and Zeno Fortenot	5	2 E.
The heirs of Gabriel Martin	On the left bank of Bayou Rapide, between the lands of Innis and Panuel's estate	4	1 W.
Francis A. Binnum	On Red river about a mile above the mouth of Bayou Rapide	4	1
John Ryan		3	1 E.
William Tabb		S.	E.
John Reeves	About two miles N. W. from the town of Franklin, on the Bayou Yorkley, adjoining another pre-emption of the claimant	14	9
Anaclet Broussard	At the end of the land claimed by David Babineau, and between Jean C. Guilbeau and other lands of the claimant	S.	E.
John Welborn	On the right bank of Vermillion river, about three miles below Perry's bridge	13	3
Joseph Savoy	In the rear of, and adjacent to, a tract of land fronting on the Bayou Bourbeux, confirmed by the commissioners' certificate A, No. 1,010, to Bte. Stelly, for 10 arpens front, of which the claimant is part owner in the Grand Coteau	7	4

List of tracts, &c.—Continued.

Names.	Description.	Township.	Range.
Jean Bte. Stelly.....	In the rear of, and adjacent to, a tract of land fronting on the Bayou Bourbeux, in the Grand Coteau, confirmed by the commissioners' certificate A, No. 1,010, to Bte. Stelly for 10 arpens front, of which the claimant is part owner.....	7	4
Michael Stelly	In the rear of, and adjacent to, a tract of land fronting on the Bayou Bourbeux, in the quarter of the Grand Coteau, confirmed to the claimant for 6 arpens front to 40 deep by the commissioners' certificate A, 1,188.....	7	4
Michael Stelly	In the rear of, and adjacent to, a tract of land fronting on Bayou Bourbeux, in the quarter of the Grand Coteau, and confirmed by commissioners' certificate A, 1,009, for 6 arpens front, to John Bte. Stelly, of which the claimant is part owner	7	4
Magdeline Ritter, widow of Jean Bte. Stelly.....	In the rear of, and adjacent to, a tract of land of 6 arpens front on the Bayou Bourbeux, in the quarter of the Grand Coteau, confirmed to Jean Bte. Stelly, by the commissioners' certificate A, 1,009, of which she is part owner.....	7	4
James Ferguson	.....	3	2

Extracted from an account current book opened by Mr. Valentine King.

V. M. GARESCHE.

OPELOUSAS, *November* 20, 1833.

A list of those tracts which are supposed to have been paid for, but receipts of which have not yet been presented.

Acres.	Nos. of the app.	Names.	Description.	Township.	Range.
298.40	43	Francis Theroit.....	Adjacent to, and back of, a tract of land on Bayou Tortue, parish St. Martin, confirmed for 11 arpens front, by 40, by commissioners' certificate B, No. 1,382.....	11 S.	6 E.
30.25	51	Honore Carlin	Adjacent to, and back of, a tract of land on the Bayou Sale or Marm, parish of St. Mary's, confirmed to Bte. Verdine by commissioners' certificate B, number 1,570, for 14 arpens front by 5 deep	15	10
130	55	Legal representatives of Francois Guilland.	Adjacent to, and back of, a tract of land on Bayou Carancrow, parish of St. Martin's, confirmed for a front of 4 arpens by 40 deep, to Francois Guilland, by the commissioners' certificate A, No. 2,165, being part of a tract.....	8	4
41	85	William Justice	In the rear of, and adjacent to, a tract of land on Bayou Robert, of which the claimant is owner, confirmed to William Wiley, sr., by commissioners' certificate B, No. 343=$20 paid on account, 1st June, 1822.....	4 N.	1 W.
64	104	Francois Lelu	Adjacent to, and back of, a tract of land confirmed for 7 arpens front, by 40 deep, on Bayou Petite Anse, by commissioners' certificate B, No. 2,047.....	12 S.	3 E.
167.50	111	Jos. Paul Thibeaudeau	Adjacent to, and back of, a tract of land confirmed to the claimant by commissioners' certificate B, No. 2,047	9	6
	126	Joseph Latiolais.....	Adjacent to, and back of, a tract of land on Bayou Vermillion, parish St. Martin's, confirmed by commissioners' certificate B, No. 2,252, to Nicholas Provost, for 10 arpens front by 40 deep		
	50	do	Adjacent to, and back of, a tract of land on the left bank of Bayou Vermillion, parish of, St. Martin's, confirmed to Nicholas Provost for 8 arpens front by 40 deep, by commissioners' certificate B, No. 2,049.....		

V. M. GARESCHE.

OPELOUSAS, *Louisiana, November* 10, 1833.

A list of the furniture belonging to the United States now in the office of the register at Opelousas, Louisiana.

One common wood press, with compartments for books and papers $15

The receiver transacts his business in the register's office. The register wants another press like the above; a large table from 12 to 15 dollars. The receiver wants an iron chest; the bank refusing to take in deposit, often, such paper as he is obliged to receive.

V. M. GARESCHE.

OPELOUSAS, *Louisiana, December* 3, 1833.

NEW ORLEANS, *January* 6, 1834.

SIR: I have the honor of remitting you a copy of my report of the examination of the land office in St. Helena, Louisiana, the original of which has been addressed to the Commissioner of the General Land Office; and also a second report for Opelousas.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Honorable R. B. TANEY, *Secretary of the Treasury.*

ST. HELENA, *La., December* 30, 1833.

SIR: On the 24th inst. I arrived at this place. I wrote immediately to Mr. P. Childress, the receiver, who was then at Covington, desiring his presence at the office. This gentleman arrived on the morning of the 28th, and the examination commenced forthwith. Mr. C., however, left me next morning, having to make his deposit at New Orleans, and fearing that the rains which had prevailed for a long time, and which now redoubled in violence, should stop all communication. My examination was continued next day (Sunday,) till very late in the night, and concluded. Mr. Childress not having brought his funds with him, I could not test the accuracy of the balance of his account. I have stated none myself, since it would have been a mere repetition of the one he has forwarded, and which is duly entered in journal and ledger.

The two officers kept their offices under the same roof. The papers are carefully put up and labeled, and receiver's journal and ledger neatly written; not so the register of receipts—that might have had more care bestowed upon it. The register's journal and ledger I did not find in the office. The plats are not made up into books, and not even pasted on canvas. The practice in this office, is to consider a fractional, less than 80 acres, as equal in point of privilege, when entered, to a quarter-quarter section.

The absence of one of the officers, and the resignation of the other, has prevented me from taking an account of the furniture.

A list of the errata is below; amongst those is one that requires particular attention; it is contained in certificate No. 180. Application No. 180 was made for a whole fractional section, containing 179.89 acres, and amounting to $224.86¼; it was so entered originally in all the books of both offices. Subsequently the alteration in the number of acres was made in some of the books, and that in the sum was made in all—19.89 acres, $24.86¼, being substituted for the original figures. The cause appears to be this: in making the entry on the tract books, they found that an individual had already entered 160 acres of that same tract; therefore after entering the 179.89 acres, it was altered to the quantity necessary to make up the balance. The first entry, bearing date 6th November, 1829, was made by Matthew J. Neely; but, on reference to the register of certificates, I saw the sale made to Neely marked "illegal, and not confirmed." If so, Walker Aills, the last applicant, becomes entitled to the whole section, and the alteration is erroneous. The whole transaction might perhaps have been elucidated at once, had I (but I thought of it too late), perused Mr. Penn, the receiver's account, and ascertained if Mr. J. Neely had had his money returned. If the error does exist, it will throw $200 more to the debit of Mr. Penn, and his account will stand thus:

Balance on the 30th June, 1833, as per ledger	$728 04¼
Error as stated above	200 00
Sales No. 185, 186, 187, entered in the journal, but not in the ledger, and amounting together to	300 65
	$1,228 69¼
Contra.	
By his and the register's salary from 1st to July,	7 72
	$1,220 97¼

Another subject to which I beg leave to draw your attention, is this: The last sales made in this office are to John Kellian of this parish. By referring to the plat you will find that the section has been so subdivided by the surveyors, that a front of about one mile on a navigable stream, without a corresponding depth, has been made into one lot, reducing, of course, to nothing the value of the lands in the rear, which consisting, as I believe, of pine woods, and deprived of a front on the river, must forever be unsalable, inasmuch as the object of the purchaser being to sell wood to the steamboats which go up for the purpose, will, after exhausting the stock on his land, depredate on those belonging to the United States. All these pine lands situate on water courses are valuable not only for the above object, but also for the making of pitch and tar, which sell very advantageously in New Orleans, say the latter at fifty to seventy-five cents the five-gallon keg. Steam saw-mills might also be erected, and find a very good market in New Orleans. The poverty of the soil is no obstacle to these undertakings. Public rumor states, that one, Alexander Lee, owns in township 7, range 9 east, a tract of land (surveyed in the name of widow May), said to contain six hundred acres, but which, comprising a large bend of the water course on which it is situated, does actually contain upwards of seventeen hundred, the survey being incorrect.

The frequent absence of Mr. Penn whilst he held his commission gave general dissatisfaction; it is therefore to be lamented that he should stand candidate for Congress; for, as he has made himself unpopular by his negligence, it is likely we shall suffer another defeat there, he being the Jackson candidate.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Errata in the receiver's office.

Register of receipts:

No. 171. $182 should be $180.
180. $24.89 should be $224.86¼.
181. Parish East Feliciana should be East Baton Rouge.

Journal:

No. 180. 19.89 acres, $24.86¼, should be 179.89 acres, $224.86¼.
181. Jeptha Vining of East Feliciana, should be of East Baton Rouge.
197. Omitted the words "section No. 20."
204. Section No. 5. should be section No. 6.
1833. June 30. Page 46, the amount of public lands sold, which is here made to amount to $623.83¾ from the error in No. 180, should be $823.83¾.
1832. December 31. Cash new account to old account $318.22¼, should be $705.56¾.

Ledger:

1833. March 31. Cash account balance, $363.01½, should be $363.02½.
1833. March 31. United States balance, $363.01½, should be $363.02½.

Errata in the register's office.

Register of certificates:

No. 171. $182 should be $180.
No. 172. 40 acres, $50, should be 40.05 acres, $50.06¼.

Tract books:

No. 180 is entered for 17.89 acres, when it should be 179.89.
Nos. 191, 192, 194, 195, not entered.

Plats not found:

Township 4, range 1 E.; township 4, range 3 E.; township 4, range 2 E.; township 2, range 3 E.; township 9, range 13 E.; township 7, range 14 E.; township 4, range 2 W.

OPELOUSAS, *Louisiana, December* 15, 1833.

SIR: Since writing my report of the 3d instant, I have discovered that the quarterly balances in the receiver's ledger disagreed with his memoranda in the margin of his journal, the difference being $72.89½. That officer having gone to New Orleans to make his deposit, left me without the means of ascertaining the origin of this discrepancy; and, indeed, had he been present, I do not know that I would have derived any advantage from it, as he had preserved no copy of his returns, but merely stated with a pencil the amount of the balance in the margin of his journal. Deprived of the facilities of discovering where the error lies, I transmit you a copy of his cash account as it stands in the ledger, beginning where its balance disagrees with that of the returns, and leaving off where that error is constituted, and runs without any difference through all the subsequent balances to the present day. This difference proceeds either from inaccurate additions, or from some item in his returns not entered in his journal.

The receiver who lived in the country has taken a house in town, to which he is moving.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office, Washington.*

The receiver of public moneys at Opelousas, Louisiana, in general account current with the United States.

DR.

1830. June 30.	To balance from the ledger corresponding with that of the return dated this day	$1,208	46¾
Sept. 30.	Sales of public lands for this last quarter	2,637	80
Dec. 31.	Sales of public lands for this last quarter	5,430	32½
1831. Mar. 31.	Sales of public lands for this last quarter	5,245	17½
June 30.	Sales of public lands for this last quarter	4,856	18¾
1830. Oct. 8.	Received from the legal representatives of John Acres, in full, for lot 3, sect. 21, township 14 south, range 2 east	34	77½
		$19,412	73
1831. June 30.	To balance as per receiver's ledger	9,143	82½
	To balance of the receiver's return, dated this day, as per a pencil mark memoranda found on the margin of the journal	9,070	93
		$72	89½

Cr.

1830.	Sept. 30.	By salary paid the officers	$250 00
		By commission paid register on $2,637.80, sales of public lands	26 37½
		By commission paid receiver on $2,637.80 accounted for	26 37½
	Dec. 30.	By 7 certificates of forfeited land stock, together	735 66
	31.	By salary paid the officers	250 00
		By register's commission on $5,430.32½, sales of public lands	54 30
		By receiver's commission on $5,430.32½ accounted for	54 30
		By inkstand and twine for the use of the register	1 25
1831.	Jan. 31.	Deposited in the United States' Branch Bank at New Orleans	7,600 00
	Mar. 31.	By four certificates of forfeited land stock, together	320 00
		By stationery bought of B. Levy for the register	64 37½
1831.	Mar. 31.	Paid B. Levy for binding register's reports	2 50
		Salary paid the officers	250 00
		Paid the register's commission on $5,245.17½, sales of public lands	52 45
		Paid the receiver's commission on $5,245.17½ accounted for	52 45
	June 30.	Paid for three certificates of forfeited land stock, together	181 75
		Paid the officer's salary	250 00
		By register's commission on $4,856.18¾, sales of public lands	48 56
		By receiver's commission on $4,856.18¾ accounted for	48 56
		By balance as per ledger	9,143 82½
			$19,412 73

V. M. GARESCHE.

Opelousas, *Louisiana, December* 15, 1833.

New Orleans, *January* 20, 1834.

Sir: I beg leave to lay before you a copy of my correspondence with James B. Hullin, Esq., cashier of the Mechanics' and Traders' Bank of this city, on the subject of making that institution a depository for public moneys accruing from the land offices. The proposed arrangement offers so many advantages that it is to be wished it might be speedily carried into effect. Unable to appreciate, but with due respect, however, for the motives which conduced to the present choice, it is with much diffidence that I submit my views on the subject, overstepping, as I do, the limits assigned to me in my instructions as examiner of land offices. The economy resulting to government from the proposed plan in reducing the traveling expenses of the depositor is one of the least advantages to be obtained. You are certainly aware of the danger attending an officer, who, being periodically known to absent himself for the purpose of making his deposits, may one day be waylaid and robbed. Why the attempt has not yet been made is to me a matter of surprise. It is true that the risk falls upon the officer; but does it not behoove government to afford him as much security as possible? The communication between both banks of the river at certain times becomes impossible; the sickness, too, that prevails at New Orleans during the summer months is a great subject of terror. Public moneys, meanwhile, accumulate in the hands of the receiver, and may inspire criminal temptations. I know that an officer gave once as an excuse for not having made his obligatory deposit, the fever that was then raging in New Orleans. He was answered that, fever or no fever, the government required him to comply with his duty. But it is probable that, in similar circumstances, his conduct would not be different; because it is supposed that life is a paramount consideration. Now, if from motives of interest and convenience we pass to those of a political nature, the reasons are still more urgent. The Commercial Bank is in the hands of our worst enemies: it is presided by Mr. Clay's brother-in-law, and the Union Bank has for a leading director Mr. Poindexter's son-in-law. These moneyed institutions exercise indirectly a great influence during elections; for all banks have now been converted into political engines, and we, by the existing arrangement, furnish our enemies with additional weapons. The Mechanics' and Traders' Bank, which I now recommend, is, on the contrary, a republican institution, got up to rescue the honest mechanic from the grasp of the opposition, and grant him facilities which he can enjoy without the sacrifice of his elective franchise. The Mechanics' and Traders' Bank has two millions capital, the Commercial Bank three, but the obligation on the part of the latter to furnish the city with water, an enterprise which it is said will cost them one million of dollars and upwards, and whose advantages are very doubtful, reduce the capital of both banks to the same level.

Vidalia being on the western bank, opposite Natchez, would receive the deposits of the office at Little Rock, whilst Opelousas would receive those of the offices at Washington, Arkansas, Ouachita, and Opelousas.

I remit you, herewith, a copy of their constitution: you will see that there is a clause, (the 14th section,) which makes directors liable in their private capacities for any excess of issues over the amount stipulated by the charter.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Hon. R. B. Taney, *Secretary of the Treasury.*

Copy of a letter addressed to James B. Hullin, Esq., cashier of the Mechanics' and Traders' Bank.

New Orleans, *January* 13, 1834.

Sir: My motive for addressing you is, that the conversation we had on the 7th instant should be fully understood by all parties, so that it might be submitted to the Secretary of the Treasury in somewhat of an official shape.

It is necessary that I should again repeat that the contemplated arrangement does not form part of my instructions, nor am I authorized to propose it. But the advantages it will offer to the land offices on the western bank of the river Mississippi, and the saving which must therefore result to government, inspire a well-grounded hope that the change may be effected. However, of the motives which led the Secretary of the Treasury to choose the Commercial Bank for his deposits I am not qualified to judge: they might be such as to postpone the accomplishment of our plan, or lay it aside altogether.

The necessary condition on your part, in receiving the public moneys, would be that all deposits made either at Opelousas or Vidalia should be credited to the United States at New Orleans as soon as a certificate to that effect from the cashier would reach you through the receiver of the land office. If this has been our understanding, be pleased to acknowledge it, otherwise correct the errors of my memory.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

Copy of a note addressed to V. M. Garesche, by James B. Hullin, Esq., cashier of the Mechanics' and Traders' Bank at New Orleans.

NEW ORLEANS, *January* 17, 1834.

SIR: I have the honor to acknowledge the receipt of your note under date of the 13th instant, in which you make the inquiry, whether the institution would engage to become the depository for the receipt of funds accruing from the receivers of public moneys, or other fiscal agents of the United States' Government, on the other side of the Mississippi river? In reply, I am directed to inform you that this institution will receive such deposits at its branches at Opelousas and Vidalia, and will pass the same to the credit of the government at the mother bank here, on a notice given of said deposit by letter.

And I am further instructed to say that the Mechanics' and Traders' Bank will perform the said service free of any charge.

I am, very respectfully, JAMES B. HULLIN.

A true copy:
V. M. GARESCHE.

Charter of the Mechanics' and Traders' Bank of New Orleans.

AN ACT to incorporate the Mechanics' and Traders' Bank of New Orleans.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened,* That Messrs. Jedediah Leeds, James M'Kenna, John Wilcox, Maurice Cannon, Nicholas Sinnott, James B. Hullin, Jesse Cowand, John D. Bein, Maunsel White, Evariste Blanc, James Hopkins, John G. Greeves, George W. White, Maurice Pizetta, Claude Gurlie, and Correjolles, jr., and their present and future associates, successors and assigns, be, and they are hereby ordained, constituted, and declared to be from, and immediately after the passage of this act, and from time to time, and until the second Tuesday in April, which will be in the year of our Lord eighteen hundred and fifty-three, a body corporate and politic, in fact and in name, by the style and title of the "Mechanics' and Traders' Bank of New Orleans;" and by that name, they and their successors until that day shall and may have continual succession, and shall be persons in law capable of suing and being sued, pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever, and that they and their successors may have a common seal, and may change and alter the same at pleasure; and, also, that they and their successors, by the same name and style, shall be in law capable of holding, purchasing, and conveying any estate, real or personal, for the use of said corporation: *provided*, nevertheless, *and it is hereby further enacted*, that the lands, tenements and hereditaments which it shall be lawful for the said corporation to hold, shall be only such as shall be requisite for its immediate accommodation in relation to the convenient transaction of its business, or such as shall have been "bona fide" mortgaged to it by way of security, or conveyed to it in satisfaction of debts previously contracted in the course of its dealings, or purchased at sales upon judgments which shall have been obtained for such debts. And, *provided further*, that it shall not be lawful for the said corporation directly or indirectly to deal or trade in buying or selling any goods, wares, merchandise, or commodities whatsoever; or buying and selling any stock created under any act of the United States, or any particular State, unless in selling the same when truly pledged by way of security for debts due to the said corporation.

SEC. 2. *Be it further enacted, &c.*, That the stock of the said corporation shall be two millions of dollars, and that the shares of said company shall be fifty dollars each.

SEC. 3. *Be it further enacted, &c.*, That thirty days after the promulgation of this act, subscriptions for the capital of said company shall be opened at New Orleans under the superintendence of the commissioners, or a major part of them, appointed by this act, and shall continue open every day from the time of opening the same, Sundays excepted, between the hours of ten o'clock in the morning until two o'clock in the afternoon, for the term of twenty days: the directors, or a majority of them shall immediately thereafter proceed to take an account of the subscriptions, and, if any more than the amount of two millions shall have been subscribed, the said directors shall deduct the amount of such excess from the largest subscription, in such a manner as that no subscription shall be reduced in amount while any one remains larger; and in case of such deduction, the said directors shall cause the lists of such apportioned subscriptions to be made out, that the subscribers may thereby ascertain the number of shares apportioned to them respectively; but in case five thousand shares be not subscribed during the twenty days, the books shall remain open until five thousand shares shall be subscribed; at that time the bank may go into operation, and the books remain open until the whole stock is subscribed for: the time

when, and the house where the subscription books will be opened, shall be advertised by the board of directors, in English and French, in at least two of the newspapers published in the city of New Orleans, for twenty days previous to opening the same.

SEC. 4. *Be it further enacted, &c.,* That subscriptions by citizens domiciliated in any of the parishes in which the branch of this bank at Opelousas is authorized to make loans, for three hundred thousand dollars of the capital of said company, shall be opened at Opelousas, in the parish of St. Landry, thirty days after the promulgation of this act, under the superintendence of Guy H. Bell, Alphonse Desmare, Jonathan Harris, John L. Garrett, and Adolphe Garrigues Flaujac, or the major part of them, and shall continue open every day from the time of opening the same, Sundays excepted, between the hours of ten o'clock, A. M., until two o'clock, P. M., for the term of twenty days. The said commissioners, or a majority of them, shall immediately thereafter proceed to take an account of the subscription, and if any more than the amount of three hundred thousand dollars shall have been subscribed, the said commissioners shall deduct the amount of such excess from the largest subscriptions, in such a manner as that no subscription shall be reduced in amount while any one remains larger; and in case of such deduction, the said commissioners shall cause lists of such apportioned subscriptions to be made out, that the subscribers may thereby ascertain the number of shares apportioned to them respectively. The time when and the house where the subscription books will be opened, shall be advertised by said commissioners, in English and French, in the Alexandria Gazette, the Opelousas Gazette, and Teche Courier, for twenty days previous to opening the same.

SEC. 5. *Be it further enacted, &c.,* That in case the whole of said sum of three hundred thousand dollars is not subscribed for on the books at Opelousas, that then, at the expiration of thirty days, the books shall, by the commissioners aforesaid, be transmitted to the directors in New Orleans, and the remainder of the said sum shall be placed on the books in the city, to be subscribed for under the superintendence of the directors.

SEC. 6. *Be it further enacted, &c.,* That the State treasurer shall be authorized to subscribe for the State for any number of shares not exceeding in the whole the sum of one hundred and fifty thousand dollars, for the payment of which he is hereby authorized to apply any money in the treasury not otherwise appropriated; and that said bank or company shall loan the State the amount so subscribed by it, (if required,) at the rate of five per cent per annum on the bonds of the State, executed by the State treasurer, and approved by the governor, payable to the bank at such time, and in such amounts, not exceeding one hundred and fifty thousand dollars, as the treasurer and governor may think advisable. And further, that the Mechanics' Society of New Orleans shall have the right to subscribe for, and to hold, any number of shares not exceeding ten thousand dollars, any law to the contrary notwithstanding.

SEC. 7. *Be it further enacted, &c.,* That the amount of shares to be subscribed for, shall be paid for as follows, viz. upon each and every share at the time of subscribing five dollars, and the residue thereof shall be paid in such installments, and at such times, as may be required by the president and directors of said company: *provided,* that no more than five dollars on each share shall be demanded at any one time, and that the whole amount of its capital be paid in at the expiration of two years from the passage of this act; and *provided also,* that at least thirty days' notice shall be given of such requisition in at least two newspapers published in the city of New Orleans, and in one of the newspapers published in Alexandria, Natchitoches, Opelousas, Monroe, St. Martinsville, and Franklin, if any be there published, in English and French; and if any such subscriber shall fail or neglect to pay any installment thus required to be paid up to the one-half of the amount of each share, for the period of ten days next after the same shall become due and payable, the stock on which it is demanded shall be forfeited to the company, and a new subscription shall be opened to make up such deficient shares, or the company may sell the same in order to complete the whole number of shares: and that no stockholder shall be entitled to a dividend whilst in arrears for any portion of the stock which may have been required to be paid in.

SEC. 8. *Be it further enacted, &c.,* That the privilege of subscribing for two hundred thousand dollars of said stock shall be exclusively given to the mechanics of this State, and that books shall be opened to receive such subscriptions for three days prior to their being opened for the general subscribers: but, in the event of the whole or any part of it not being taken during that time, it shall then be placed on the general subscription book, and be taken up as specified in section three of this act; the stock so subscribed for under the privileges given to the mechanics of this State shall not be transferable for one year, nor until the whole amount of the stock shall be paid in, and that no one shall be permitted to avail himself of the benefits of the privilege herein granted, without furnishing proof to the commissioners or directors of the trade or calling in virtue of which he claims the privilege of subscribing.

SEC. 9. *Be it further enacted, &c.,* That the stock, property, and affairs, of said bank, shall be managed and conducted by thirteen directors, (who shall be citizens of this State, and holders of twenty shares of the stock,) and of which the secretary of state and the president of the Mechanics' Society of New Orleans for the time being, shall be (ex-officio) directors; *and it is further enacted,* that Jedediah Leeds, James McKenna, John Wilcox, Maurice Cannon, Nicholas Sinnott, James B. Hullen, Jesse Cowand, John D. Bein, Maunsel White, Evariste Blanc, James Hopkins, John G. Greeves, and George W. White, shall compose the first direction, beginning at the passing of this charter, and ending on the first Monday of February, 1834; and that, from and after the first appointment of directors, that an annual election for eleven directors shall be held at the banking house on the first Monday in each January; and public notice shall be given by the directors then in office, not less than thirty days previous to the time of holding such elections, by an advertisement to be inserted in at least two of the newspapers, in English and French, printed in the city of New Orleans, and the said election shall be made by such of the said stockholders of the said corporation as shall attend for that purpose, whether in person or by proxy: *provided,* that no person or persons shall be entitled to vote on any share which shall not have been held by them three calendar months previous to the said election being held. The number of votes to each stockholder shall be according to the number of shares he shall hold, in the proportions following: that is, for each and every share not more than twenty, one vote; for every five shares above twenty, and not exceeding one hundred, one vote; and for every ten shares above one hundred, one vote; *provided,* that no person, copartnership or corporation, shall be entitled to a greater number than two hundred votes in person, nor by proxy a greater number than three hundred votes; and that no person or persons shall vote by proxy who shall be in the city at the time, or within ten miles thereof, except female minors or persons interdicted; and *provided further,* all elections for directors shall be by ballot, and the eleven persons who shall have the greatest number of votes shall be directors; *provided,* at least five of the

eleven are mechanics, or traders engaged in vending exclusively the productions of the mechanics of this State; and if five of the eleven highest are not mechanics or traders as aforesaid, the five who are mechanics or traders as aforesaid so voted for at the said election having the greatest number of votes, shall be declared duly elected directors of said bank; and six other stockholders having the greatest number of votes shall also be considered as duly elected directors; and if it shall happen at any election that two or more persons have an equal number of votes, then the said directors in office at the time of such election, or a majority of them, shall proceed to ballot, and by a plurality of votes determine which of the said persons so having an equal number of votes shall be the director or directors for the ensuing year, so as to complete the whole direction, who shall take their seats at the board upon the first Monday of February in each year; and so soon as may be thereafter shall proceed to elect, by ballot, one of their number to be president, who shall receive such compensation for his extraordinary services to said company as the directors may deem reasonable, but that no director shall be entitled to any emolument whatever.

Sec. 10. *Be it further enacted, &c.,* That if any director shall remove out of this State, or cease to be a stockholder, his office shall be considered as vacant; and whenever any vacancy or vacancies shall happen among the directors by death, resignation, or otherwise, such vacancy or vacancies shall be filled for the remainder of the year in which they shall happen, by such person or persons as the remainder of the directors for the time being, or a majority of them, shall appoint; *provided,* however, that two partners shall not be eligible at the same time as directors of said company, nor shall a director of any bank, or his partner, be a director of this company; *and further,* that if any director, or the cashier, shall fail or become insolvent after his election or appointment, he shall thereby become incapable to serve in that capacity, and his place shall be supplied in the manner prescribed by this section and the 9th of this act.

Sec. 11. *Be it further enacted, &c.,* That in case it should any time happen that an election for directors should not be made on any day when pursuant to this act it should have been made, the said corporation shall not for that cause be deemed to be dissolved, but it shall and may be lawful to hold such election on such other day, not exceeding twenty days, of which public notice shall be given; and until such election be made, the directors and president of said company for the time being shall continue in office.

Sec. 12. *Be it further enacted, &c.,* That a majority of the directors for the time being, the president to be one, shall constitute a board for the transaction of business, (discounts excepted,) and for discounts not less than five directors, of whom the president to be one, shall constitute a board. A majority of the directors shall have power to make and prescribe such by-laws, rules and regulations, not repugnant to the Constitution or laws of the United States, or of this State, as to them shall appear needful and proper, and shall have the power of appointing so many officers, clerks, and assistants for carrying on the said business, and with such salaries and allowances, as to them may seem meet.

Sec. 13. *Be it further enacted, &c.,* That no transfer of the stock of said corporation shall be valid or effectual until such transfers shall be entered or registered in a book or books to be kept for that purpose; and *further,* that no transfer or transfers shall take place before two installments on each and every share to be transferred shall have been paid; and that no power given to transfer any shares of the capital stock on which the said installments have not been paid, shall be valid for the purpose of transferring such shares.

Sec. 14. *Be it further enacted, &c.,* That the debts due from said company shall never exceed twice the amount of its capital paid in, exclusive of sums due on account of deposits, nor shall there be due to it at once more than twice of its capital paid in: in case of such excess, the directors under whose administration it shall happen shall be liable for the same in their separate and private capacities; but this shall not be construed to exempt the said corporation, or any estate, real or personal, which they may hold as a body corporate, from also being liable for, and charged with, such excess; but such of the said directors who shall have been absent when the said excess was contracted, or who may have dissented from the resolutions or act whereby the same was contracted, shall not be liable; *provided further,* that nothing in the by-laws, rules, and regulations of the said corporation, shall ever be so construed as to prevent any director from making known to the general assembly, the governor, or the attorney general of this State, any violation of this act on the part of the board of directors of the said bank.

Sec. 15. *Be it further enacted, &c.,* That the bills obligatory and of credit under the seal of the said corporation, which shall be made to any person whatever, shall be assignable by endorsement thereupon under the hand of such person or his assignee; and all bills or notes which may be issued by order of the said corporation for the payment of money to any person whatever, or his order, or to bearer, though not under the seal of the said corporation, in like manner, and with the like force and effect, as upon any private person if made by him, and shall be assignable or negotiable as if made by such private person; *provided,* however, that no such bill or note shall be made or issued of a less sum than five dollars.

Sec. 16. *Be it further enacted, &c.,* That the cashier, clerks, and other officers who may be appointed by the directors of said company, shall give bond, with one or more securities to the satisfaction of the said directors, in such sum as the directors may determine, with a condition for the faithful performance of their duties to the said company.

Sec. 17. *Be it further enacted, &c.,* That half-yearly dividends shall be made of so much of the profits of said company as shall appear to the directors advisable; and once in every three years the directors shall lay before the stockholders at a general meeting, for their information, an exact and particular statement of the affairs of said corporation, and of the surplus profits, if any, after deducting losses and dividends.

Sec. 18. *Be it further enacted, &c.,* That the president and directors of said company shall keep a book in which all the proceedings of the board shall be entered and recorded, as well as the number of votes, including the ayes and nays on every question, (when the same shall be demanded by a member of the board,) with the names of the voters. Any three or more of the stockholders may, within one month preceding each election, examine the said book at a convenient time, on application made by them for that purpose to the president or cashier of said company, and the legislature shall have the power at all times to appoint a committee to examine the said bank, and all the affairs of the said company—more particularly the amount of specie on hand, the amount of its notes in circulation, that of its deposits, and that of the debts due to it, for the purpose of ascertaining the true situation of the said company, and to report the same to the legislature; who may thereupon call a general meeting of the stockholders to consider the said report, and authorize them to remove from office any director or directors, and to appoint others in their stead for the residue of the year.

Sec. 19. *Be it further enacted, &c.,* That no more than fifty per cent of the capital paid in shall ever be owing to said company on the pledge of its own stock, and no more than four-fifths of the par value of any share of the said stock shall be lent by the said company on the pledge of such share.

SEC. 20. *Be it further enacted, &c.*, That the said company shall not at any time suspend or refuse payment, in current money of the United States, of any of its notes, bills, or obligations, or of any moneys received upon deposit by said company; and if the said company shall at any time suspend or refuse payment as aforesaid, the holder of any such note, bill, or obligation, or the person or persons entitled to demand and receive such moneys as aforesaid, shall be entitled to receive interest thereon from the time of such suspension or refusal until the same shall be fully paid, at the rate of ten per centum per annum.

SEC. 21. *Be it further enacted, &c.*, That an office of discount and deposit shall be established in the town of Opelousas, in the parish of St. Landry, with a capital of three hundred thousand dollars, which may be loaned on mortgages or negotiable notes to persons residing in the parishes of St. Mary, St. Martin, Lafayette, St. Landry, Avoyelles, Rapides, Natchitoches and Claiborne. And for the management of said office, the president and directors of the parent bank in New Orleans shall appoint five or seven directors, at their discretion, to serve for one year, who shall be citizens of the State, and domiciliated in some of the before-mentioned parishes, three of whom shall constitute a quorum to transact business, and shall choose from among themselves a president; and shall be subject to all such regulations and rules as may be adopted by the board of directors of the mother bank for the government of the said office, not inconsistent with the provisions of this charter.

SEC. 22. *Be it further enacted, &c.*, That there shall be appointed by the board of directors of the mother bank, a cashier for the aforesaid branch, who shall furnish such security as may be required by the bank.

SEC. 23. *Be it further enacted, &c.*, That at least one hundred and fifty thousand dollars of the capital of the aforesaid branch shall be furnished on or before the first day of the month of March, in the year eighteen hundred and thirty-four and the remainder in one year thereafter.

SEC. 24. *Be it further enacted, &c.*, That whenever the said office of discount and deposit shall not yield in one year after receiving the full amount of its capital, except the first, a net interest of six per centum per annum upon the capital invested therein, the said interest may be withdrawn by the mother bank.

SEC. 25. *Be it further enacted, &c.*, That the said corporation is hereby invested with all the rights and privileges usually exercised by a bank, may deal in exchange, discount notes or bills of exchange, or drafts, at a rate of interest not exceeding six per cent per annum on all discounts at a lesser date than four months, and seven per cent per annum for all discounts of a longer date than four months; and further, that the said corporation shall have the like privileges granted to it in making loans on mortgage, taking security, and enforcing the payment thereof, as are now accorded by law to the Bank of Louisiana, *provided*, they charge no more than seven per cent per annum; and the cashiers of said bank and its branches are respectively authorized to receive and execute acts of pledge of the stock of any incorporated company, or of other rights and credits, from any person or persons who may borrow money from said bank, and such acts of pledge shall be as solid and binding, and have the same force and effect against the persons so borrowing, and all other persons and corporations, as if said acts had been made and executed before a notary public.

SEC. 26. *Be it further enacted, &c.*, That an office of discount and deposit of the said bank shall be established at the town of Vidalia, in the parish of Concordia, with a capital of two hundred thousand dollars, which sum shall be loaned in the parishes of Concordia, Catahoula, Ouachita, and Carroll, two-thirds on mortgage, and one-third on negotiable paper, in proportion to the State tax paid by each of said parishes, for three months after the entire capital of said office of discount and deposit shall have been received; after which time, any moneys which shall not have been loaned according to such proportions of taxes paid, may be loaned without regard to the above rule of distribution; and, for the management of the business of said office, the president and directors of the mother bank in New Orleans shall annually appoint five directors, three of whom shall form a quorum, at their discretion, and who shall serve for one year; the said president and directors shall also appoint a cashier and such other officers as they may deem necessary, and may require from them such security as they may think proper.

SEC. 27. *Be it further enacted, &c.*, That at least seventy-five thousand dollars of the capital of the said office of discount and deposit shall be furnished on or before the first day of March, in the year eighteen hundred and thirty-four, and the residue of the capital of said office shall be furnished within one year thereafter; and in case the said branch shall not, in any one year except the first, after receiving the full amount of its capital, pay an interest or profit of six per centum per annum on its capital, then and in that case the said branch may be withdrawn by the mother bank.

SEC. 28. *Be it further enacted, &c.*, That all mortgages given to the said branch bank may be executed before the parish judge of the parish in which the property so mortgaged shall be situated, and a certified copy thereof shall be forwarded to the mother bank within thirty days after the execution of the same.

SEC. 29. *Be it further enacted, &c.*, That if any person having obtained a loan from said company, secured by mortgage on immovable property, shall apply for, and obtain judicially or otherwise, a respite from his creditors, the right to compel payment, by obtaining an order of seizure and sale of the said mortgaged property, shall not be thereby impaired or delayed.

SEC. 30. *Be it further enacted, &c.*, That if any person having obtained a loan from said company, secured by mortgage as aforesaid, shall make a surrender of his property to his creditors, the said mortgaged property shall not thereby pass, except upon payment of the debt due to the said company, and secured thereon; but it shall be lawful for said company to proceed by an order of seizure and sale against the said property, in the same manner as if no surrender had been made; and the surplus only of the proceeds of sale, after paying the debt due to said company, interest, damages and costs, shall be paid over to the syndics, assignees, or trustees, of the estate of such debtor.

SEC. 31. *Be it further enacted, &c.*, That the bank shall pay to the State an annual tax of three thousand dollars into the treasury in quarterly payments, and shall be exempt from any other tax imposed by or under the authority of the State.

SEC. 32. *Be it further enacted, &c.*, That no person shall be allowed to subscribe for stock in this bank but citizens of this State, for thirty days after opening the books of subscription.

SEC. 33. *Be it further enacted, &c.*, That if more than $200,000 be subscribed under the privilege granted in the eighth section of this act, that then such excess shall be reduced to that amount by reducing the largest subscriptions in such manner as that no subscription shall be reduced in amount whilst any one remains larger.

ALCEE LABRANCHE, *Speaker of the House of Representatives.*
C. DERBIGNY, *President of the Senate.*
A. B. ROMAN, *Governor of the State of Louisiana.*

Approved *April* 1, 1833.

ST. LOUIS, *Mo.*, *June* 28, 1833.

SIR: Pursuant to the instructions of the Commissioners of the General Land Office, I have the honor to transmit you a duplicate copy of my report of the examination of the land office in this city.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

To the Hon. the SECRETARY OF THE TREASURY.

ST. LOUIS, *Mo.*, *June* 28, 1833.

SIR: I have this day concluded my examination of the land office in this city. I found that the balance of public moneys in the hands of the receiver was fourteen hundred and twenty-two dollars and six cents, ($1,422.06.) You have at foot a copy of the account I have made out. The several books were duly posted, and the office kept with all the neatness that could be wished. An inventory of the furniture has been made out, a copy of which I transmit. At the register's office I also found the books posted up to the day, with the exception of the journal; that did not go any farther up than the 6th of April last. All the entries were, however, made on the ledger, being taken from the other books. Indeed, the journal does not form an indispensable link in the chain of books, being unlike, in that particular, to those used by merchants: it is a mere repetition of the register of certificates. Books and papers I found in very good order; the township plats were posted on canvas, and bound in four volumes; the entries made in a legible manner, and the whole very little injured or defaced by use. The tract books were opened in the required form. In some instances, however, I found the series interrupted, an irregularity which might have been avoided had they left the necessary blanks for those townships, the surveys of which had not been completed. This, of course, throws some confusion into the examination, inasmuch as no reference has yet been made to those books and pages where the entries are to be found. In referring to your circular of the 25th May, 1831, article 31, I find that, to remedy this defect, it is recommended to form a special index for each of the tract books. Before reading the paragraph, I had requested that a marginal note should be made where such vacancies occurred, pointing out to the book and page wherein the series had been re-established, which was done partially. This mode, which answers every purpose, appears to be more simple than the other. I have since, notwithstanding, read the article 31 to the register, and he is now left to pursue the course which he deems best calculated to promote clearness and dispatch. I must observe that the register and receiver are not in possession of your circular of the 25th of May, 1831. It would, perhaps, be proper to send them each a copy. This document, which points out to them their several duties, is of so much importance that I would recommend your sending to me a dozen copies at Little Rock, to be distributed to those offices that are without them.

To enable me, as far as practicable, to ascertain whether the same person had entered more than an half quarter section in quarter-quarter sections, (contrary to the interdictions contained in the proviso of the act of the 5th of April, 1832,) I have made a list of all those that have in this office entered land in quarter-quarter sections; so that, by comparing it with similar lists made in the other offices, I may perhaps discover if any fraud of this kind has been committed. The information to that effect received by you, arises perhaps from the understanding given to the law by the register. He has submitted to me his doubts and perplexities, but I had no authority nor instruction to interfere, and only promised to lay the matter before you.

The practice at this office has been to consider the fractional parts, made so by a water course or confirmed grant, as not requiring an affidavit from the purchaser, and not excluding him therefore from the privileges granted by the act of the 5th of April, 1832. For instance, can an individual who has purchased a fractional part, containing 5 acres more or less, be allowed to enter two quarter-quarter sections under the new law? Another question: Can the same individual be allowed to enter as many of those fractional parts as will amount to two quarter-quarter sections or 80 acres, admitting that affidavits are required for fractional parts? Here is again another case: An individual comes to enter an half quarter section, say 80 acres, but some natural obstacle interfering, he, instead of the 80 acres, finds a lesser quantity, say 45 acres, must he produce an affidavit, or is this to be considered as an half section which leaves him the privilege of two quarter-quarter sections more? If not, what are in a fractional half quarter, the quantity of acres that will constitute a quarter-quarter? Is it anything short of 80 acres? or is the mean between 40 and 80 (say 60 acres), to be assumed? I believe that a case has occurred of an application being made to enter the whole of a fractional part containing 66.75 acres, which was granted, although the same person had entered two quarter-quarter sections previously. I am afraid the whole of this exposition is obscure, and would require being exemplified by diagrams. On these different questions, the register has taken the advice of Judge Wash, who has been of opinion that the late law was not intended to take away privileges, but to confer new ones; therefore, as under the old law a person was allowed to enter as many fractional parts as he chose, the same course must still be pursued, and no oath required for the same.

In making an inventory of the furniture belonging to the United States, in the register's office, I found several articles, the property of the register, in use, and necessary for the preservation of the public papers. I have made out a list of them, with the present value thereof; you will decide as to the propriety of allowing him the amount. The papers under the credit system are now laying on the floor; the register has, he tells me, been allowed to have a box made for them.

The register lives one mile out of town; he has made it known to the President, and has been assured, he says, that it would be no objection to his holding the office.

Dr. Merrit, the receiver, is now very sick from two attacks of the cholera. He has been elected mayor of the city, but his election is contested on the ground that he holds an office under government; this matter is now before the Supreme Court.

It is to be regretted that the two branches of the land office should not be united under the same roof. I have been witness how much is lost in going from one office to the other, the officer having himself frequently to accompany the applicants part of the way. The offices now, it is true, are not very distant from each other, but were they to change hands, and be placed at the opposite extremities of this wide extended town, it would present serious difficulties to the applicants. Why should not the land officers be authorized to administer the oaths under the act of the 5th of April, 1833? It would tend much to expedite the business. These officers are already invested with certain notarial powers, inasmuch as an assignment can be made before either of them.

Having now completed my examination, I intend to take passage in the steamer Yellowstone, to Lexington, from thence to Fayette, and across to Palmyra. By the time I get there, the latter place will be, I hope, sufficiently purified of the cholera, which has committed great ravages there. It is now in this place, and increasing every day.

I am, respectfully, sir, your obedient servant, V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

The receiver of public moneys in St. Louis, Missouri, in account with the United States.

DR.

1833. May 1.	To balance of account rendered this day		$2,865 93
June 26.	To so much received since the 1st of April last, and up to the 26th inst., inclusive		1,431 06
			$4,296 99

Contra.

CR.

1833. May 28.	By paid Charles Keemle, for printing final certificates, 6 quires, at $1.50 a quire	$9 00	
June 3.	By so much deposited in the United States' Bank, to the credit of the United States, the certificate of which has been remitted to the honorable the Secretary of the Treasury	2,865 93	
			2,874 93
Balance in the hands of the register			$1,422 06
Consisting as follows: United States' Bank notes		1,420 00	
Specie		2 06	
		$1,422 06	

V. M. GARESCHE.

ST. LOUIS, *Missouri, June* 26, 1833.

Inventory of the furniture belonging to the receiver's office, at St. Louis, Missouri, June 26, 1853, *viz:*

Book-case, with pigeon holes, new, (cherry)	$50 00
Writing desk, (pine)	8 00
Large writing table, (pine)	5 00
Small writing table, (walnut)	1 50
Six Windsor chairs, at $1	6 00
Two old ones, at 37½ cents	75
One strong box, wood, iron bound, not in use	25 00
One flat rule, 63 cents; round ditto, 62 cents; inkstand	1 75
Sand box, 20 cents; pounce box, $1; brass seal, 25 cents	1 45
	$99 46

V. M. GARESCHE.

ST. LOUIS, *Missouri, June* 26, 1833.

Inventory of the furniture belonging to the register's office at St. Louis, Missouri, June 26, 1833, *viz:*

Book-case, with pigeon holes, new, (cherry)	$50 00
Two small tables, (pine)	3 00
Four chairs, old	3 00
	$56 00

A list of furniture, the private property of William Christy, register, but used for the preservation of public archives.

One large writing desk, 10 feet long, with drawers made of pine, on which the tract books, journal, ledger, &c., are spread out	$16 00
Two large tables, one of walnut, the other of pine; one serves for writing, and the four volumes of township plats are spread out on the other	8 00
One case, with pigeon holes, (walnut) containing papers and stationery	6 00
	$30 00

V. M. GARESCHE.

ST LOUIS, *Missouri, June* 26, 1833.

PALMYRA, *Missouri, July* 23, 1833.

SIR: I enclose, herewith, a duplicate of my report, dated this day, to E. Hayward, Esq., Commissioner of the General Land Office.

I remain, very respectfully, sir, your obedient servant, V. M. GARESCHE.

HON. WILLIAM J. DUANE, *Secretary of the Treasury.*

PALMYRA, *Missouri, July* 23, 1833.

SIR: My examination of this office, which commenced on the 20th, terminated on the 22d, which makes two days on account of Sunday intervening. The account at foot with the receiver will show a balance in his favor of $3,514.12, (three thousand five hundred and fourteen dollars and twelve cents,) proceeding from the funds of a college at this place, being left with him to be deposited in bank, for which they will draw on him occasionally, as their wants may direct. The register and receiver are both residents in town, and bear a good moral character. The books of Mr. William Blakey, the receiver, were upwards of one month in arrear, that is to say, the journal and ledger; they were, however, brought up before I left. His excuse is the cholera, of which his eldest son died, and which enjoined to all the citizens the duty of assisting the sick—a very laborious duty, indeed, for the plague has proved very fatal here, and has carried off one-fifth of the population. The register's journal and ledger were still more in arrear, the first being made up to the 30th September, 1832, and the other to the 22d of June, same year. The other books were up. His reasons are numerous, and being too long to insert in this report, he will, I believe, detail them at length in a letter he intends to address you. The principal heads are these: His having to keep the late receiver's books besides his own. The press of business—the sales having, during that period, amounted to nearly four hundred thousand dollars. His office being open at all hours for the transaction of business, which left him no time to bring up his books. Some spells of indisposition; and, finally, the cholera. He promises to have them all up in a few days. They, the receiver and register, were moreover ignorant of that part of the instructions that enjoins the entries being made in all the books from day to day. It will be well to send them each a copy, also to state the hours of office. I have taken upon myself to advise stated hours; that, being servants and not slaves of the public, you could not but approve of any plan that would tend to promote regularity in the office; remarking, however, that I had no authority for suggesting this plan, and that it was given under my individual responsibility. The two offices are kept under the same roof, but will be divided as soon as Mr. William Wright has the building put up.

I suppose that you are aware of the late receiver, Mr. Green, having retained the journal and ledger of office. I am told that his sureties, (strange to tell,) continue to speak of him as being a very respectable man; indeed, public opinion attaches a portion of blame to the sureties themselves.

I enclose a list of the furniture found in the office, and beg leave to remark that a large table, on which tract books and plats may be displayed, is an object of primary necessity for their preservation, and recommend allowing the purchase of one. The books were opened in due form, the plats pasted on canvas and bound, and both arranged in regular series. Their construction of the law of the 8th of May, 1832, is the same as at Fayette.

The practice of marking the tract sold with the letters A. P. makes the map look very confused—it is the custom at Fayette as well as Lexington. At this office they use the letter S, but affix to it the number of the certificate; which latter practice dispenses referring to the tract books.

The present register purchased at public sale, conjointly with Moses D. Bates, 2d of August, 1831, No. 3,374, E. ½ of N. E. ¼ of section 1, township 60, range 6, W., 77.85½ acres; and has had assigned to him by W. Blakey, the present receiver, August 4th, 1831, the following tracts:

No. 3,444.	E. ½ of S. E. section	27, township 55, range 10,	86.97½	acres.
3,445.	N. ½ of S. E. section	34, township 55, range 10,	341	acres.
3,446.	N. W. ¼ of S. E. section	33, township 55, range 10,	160	acres.
3,447.	E. ½ of S. W. section	27, township 55, range 10,	86.97½	acres.

At foot is a list of the errors found in the books.

I remain, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Errors found.

Receiver's journal:

	No. 5,768.	N. E. qr. of S. should be S. E.
1833. May 25.	5,725.	Paschal Hunter should be Paschal M. Hunter.
	5,681.	Jacob Husaker should be Jacob Hunsaker.

In the register of receipts:

5,700. Turner Snell, should be Tavner Snell.

Wm. Blakey, receiver of public moneys, in account with the United States

DR.

1833. June 30.	To balance from last account rendered	$4,120 04
July 22.	To sales of public lands to No. 5,787 of the certificates	1,507 44
		$5,627 48

Contra.

CR.

1833. July 12.	By deposit in the United States Branch Bank, St. Louis	$9,141 60
	Balance in favor of the receiver	$3,514 12

V. M. GARESCHE.

PALMYRA, *Missouri, July* 23, 1833.

Inventory of the furniture, (being United States' property,) in the register's office at Palmyra, Missouri, July 23, 1833.

Writing desk, (walnut)	$5 00
Book-case, with compartments for papers, (walnut)	18 00
Inkstand	25
	$23 25

This office requires a large table for opening plats, cost, say four dollars; and a press for the preservation of patents and other documents, cost say eight dollars—making together twelve dollars.

V. M. GARESCHE.

PALMYRA, *Missouri, July* 23, 1833.

Inventory of the furniture in the receiver's office at Palmyra, Missouri, being the property of the United States.

Book-case, with compartments for papers, (walnut)	$18 00
Writing desk, (walnut)	5 00
Iron strong box	60 50
	$83 00

V. M. GARESCHE.

PALMYRA, *Missouri, July* 23, 1833.

LEXINGTON, *Missouri, July* 10, 1833.

SIR: In conformity with the instructions received from the Commissioner of the General Land Office, I have the honor to forward a duplicate copy of my report from this place.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

The Hon. the SECRETARY OF THE TREASURY, *Washington.*

LEXINGTON, *Missouri, July* 10, 1833.

SIR: I arrived at this place the 7th instant, which, being Sunday, was necessarily consecrated to leisure. The next day I presented my credentials, and immediately entered on my duties. The amount of public moneys in the hands of the receiver is $5,957.12, (five thousand nine hundred and fifty-seven dollars and twelve cents,) as will be evinced by the annexed account. I found papers and books in the most perfect order, and posted up. His office, as well as the register's, cannot be called very neat, but in that respect they are in unison with the whole town, whose twenty houses, (whatever may be their comforts within,) bespeak more of poverty outside than anything else. Below is the list of the furniture I found in this office and at the register's. At the register's the books were posted up, but not written with the same neatness as the receiver's: there was, however, no room for reprimand. The township plats were pasted on canvas, but not bound, which here cannot be done; but they were covered with coarse canvas, which, although less handsome than binding, will sufficiently answer the purposes of preservation. The lands entered are marked on the plat, (instead of the number of the certificate, which at all times serves as a reference,) with the letters A P, "applied for, paid," but they say they have a precedent for it, and I believe, also, permission from Washington. In speaking of the register, I said *they:* the truth is, that residing two or three miles out of town, he employs his nephew, a middle-aged man, in the office. His predecessor, who he says was very incorrect, has, it seems, marked on the plats as sold lands, which he suspects are still public property. They could not be pointed out to me, nor can they ascertain whether their suspicions are right: in this dilemma they reject applications to enter these lands. I have advised him to make out a list of all such, and transmit it to you, who probably have the means of coming at the truth. Now, if instead of A P, the number of the certificates had been written down, how easy it would have been to know at once. The surveyor general has made but little progress in subdividing the parts that are susceptible of it. The tracts being mostly situated on the banks of rivers, are often applied for. In ascending the Mississippi, the traveler wonders that fine bottom lands should not be taken up; and the banks at this moment present a view very little different from what they were when the abode of the Indians. Townships on the north and south of the river are still unsurveyed, and settlers in the meantime are cutting down its timber. It were to be wished that the plats might be sent to this office. The schedules of fractional parts have been furnished above twelve months ago to the surveyor general, but no return made. That gentleman, I am told, found the business of his predecessor very much in arrear, and, no doubt, has difficulty enough in meeting the exigencies of the several offices.

Here the interpretation of the law of the 5th of April, 1832, is, that any fractional part, considered less than an half-quarter, must, however small its dimensions, be taken as a quarter-quarter. This is no doubt the intention of the law.

The tract books have been opened as required, but the series are more broken up than at St. Louis, and no index to give you the clue: the books being but few, the additional trouble created by the interruption, is, after all, but trifling.

They keep at this office an alphabetic table of all those that enter quarter-quarter sections, to know, at any moment, if applicants do not extend their privileges to undue bounds: a very excellent plan, which ought to be followed by all registers. In comparing my list of entries at St. Louis with the entries here, I have not been able to detect any fraud. I see sometimes the same name, but the bearers of it are from different counties. Is it so, or merely a deception? It is difficult to know. To oblige applicants

to take the oaths in the county in which they reside, would, perhaps, be the means to check the evil, if it exists.

A part of my duty, the execution of which I find difficult, is that which relates to the "tracts which the registers or receivers may have purchased for themselves or in trust for others; also the sales of such tracts, to whom, when, and for what sum or sums; and also in what instances this may have been done in the name or names of any of their family or connections, either by blood or marriage," &c. To obtain the desired information it would be necessary to examine the register of certificates from the year 1829, and even then it would answer only when the entry had been made in their own name. The present receiver has entered a tract on the 6th of December, 1831, E. ½ of S. E. quarter, section 22, township 51, S. W. range 27, 80.09 acres, $100.35. He and the present register bear excellent characters.

In both offices, papers and books were carefully put up and preserved. I have this afternoon completed my examination, and will avail myself of the earliest opportunity of going to Fayette, which may not offer for three or four days.

I have forwarded the Treasury Department a copy of my first report, and will continue to do so, if my time permits.

I remain, respectfully, sir, your very obedient servant, V. M. GARESCHE.

The Hon. the SECRETARY of the Treasury, *Washington.*

The receiver of public moneys at Lexington, Missouri, in account with the United States, viz:

1833. June 3.	To balance of the Kansas school fund, as per last account rendered	$99 70
1833. June 3.	To balance due the United States, as per last account	4,765 20
1833. July 9.	To sales of land from 1st to 9th instant, inclusive	1,192 22
		$6,057 12

Contra.

CR.

July 10. By so much received by V. M. Garesche, on account of services $100	$100 00
Balance on hand this day	$5,957 12
Consisting of 3 notes of the United States' Bank, of $1,000 each	$3,000 00
Consisting of 8 notes of the United States' Bank, of $100 each	800 00
Consisting of 1 note of the United States' Bank, of $50	50 00
Consisting of 5 notes of the United States' Bank, of $20 each	100 00
Consisting of 31 notes of the United States' Bank, of $10 each	310 00
Consisting of 92 notes of the United States' Bank, of $5 each	460 00
United States' Bank notes	$4,720 00
Specie	1,237 12
	$5,957 12

V. M. GARESCHE.

LEXINGTON, *Missouri, July* 10, 1833.

Inventory of the furniture in the receiver's office at Lexington, Missouri, the property of the United States.

Book-case, with pigeon holes, nearly new, cherry	$25 00

Furniture in the office, the private property of the receiver, viz:

Walnut table, six by four feet, with two drawers	$6 00
Four chairs, at 50 cents	2 00
	$8 00

V. M. GARESCHE.

LEXINGTON, *Missouri, July* 10, 1833.

Inventory of the furniture in the register's office at Lexington, Mo., the property of the United States, viz:

Writing desk, with drawers, cherry, six by three feet	$8 00
Walnut book-case, with pigeon holes, (old) walnut	15 00
	$23 00

Furniture in the office, the private property of the register.

Cherry table, six by three feet	$6 00
Three chairs, 50 cents	1 50
	$7 50

V. M. GARESCHE.

LEXINGTON, *Missouri, July* 10, 1833.

JACKSON, *Missouri, August*, 1833.

SIR: I have the honor of remitting you a copy of my report to the Commissioner of the General Land Office, dated this day.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Hon. WM. J. DUANE, *Secretary of the Treasury.*

JACKSON, *Missouri, August* 5, 1833.

SIR: I have this day concluded my examination of this office, which commenced on the 2d, making three days, on account of an intervening Sunday. Mr. John Hays, who professes to live in town, resides, notwithstanding, from sixteen to eighteen miles out of it, and very seldom comes to the office. If report says true, it is less from negligence than utter inability to fulfill its duties. His deputy, also, is not a constant attendant, and the public service suffers materially from this state of things. One Abraham Hunter, who you will perceive purchased seven hundred and twenty acres of land on the 26th of last month, had to wait two days before he could obtain his receipts, Mr. Hays not having left a sufficient number of blanks signed. There is little doubt, I believe, of his having three years ago loaned the public moneys, namely, about one hundred thousand dollars, to one —— Scott, of this place, which sum has not been returned to him yet. The amount has, however, been made good to the United States, and I found on my arrival the cash account right, a statement of which you have below. Balance resulting in favor of the United States, ($6,329.12,) six thousand three hundred and twenty-nine dollars and twelve cents. The journal and ledger of this office were not made up later than to 31st May. The journal contained many blanks, and pages 75 and 76 were left entirely so, against which, of course, I protested: everything else was correct. In his account rendered last April, there was a charge of fifty dollars for so much reimbursed to David Walker, of Perry county, who, on the 16th of January last, entered No. 1,401, S. W. qr. of S. E. qr. of section 36, T. 34, R. 11, and who, on the 29th of April, exchanged it for No. 1,506, S. W. qr. of S. W. qr. of section 36, T. 34, R. 11 E. In these two instances the United States have been credited for the amount, and in the April report debited for No. 1,401 returned. All this is correct, and I should not have noticed it, had I not found that the entry still existed on the plats and tract books, and that no voucher from your office could be found authorizing the exchange and erasure.

My examination of the register's office has exhibited the following delinquencies, viz: The register of certificates was made up to 29th June only, and the journal and ledger to 29th May. The register of certificates has the following erratum: May 14, No. 1,518, George Davidson of Wayne county, should be Ripley. The township plats have been bound in volumes containing each range separately, and pasted on canvas, except a few too much disfigured, which the register tells me he has written to have replaced. Two or three ranges were pasted on canvas, but without binding and loose, from the difficulty of getting them bound together at a reasonable price. Each plat had a reference to its corresponding folio in the tract book. These were, as usual, in rather broken series. Books were wanting for the western ranges, except range No. 1, and 2 township of range No. 2; but where the practice exists, (as is the case in this office,) of writing the number of the certificate on the tract entered, little or no inconvenience results from the want of tract books. The entries in these did not extend beyond 30th of June. The cholera is again made the excuse for these arrears, although this disorder has been trifling here as to quantity and quality. I have witnessed nowhere any difficulty in interlining the entries of quarter-quarter sections in the tract books, the space between the faint lines being sufficient for the purpose. If I did not always report the fact, it was to avoid the monotonous repetition of so unimportant an item.

Mr. Bullitt, the register, is a very gentlemanly man, and well fitted for the office, if you pass over the little foible of occasional intemperance: of this, however, I have had no proof during my stay.

Jacob Hays Neely, of Cape Girardeau, step-brother to the present receiver, has last year made the following entries, said to be on account of the receiver himself. February, No. 1,100.55 acres; June, No. 1,131, $117\frac{67}{100}$ acres; in August, No. 1,153, $32\frac{54}{100}$ acres; October, No. 1,205, $39\frac{77}{100}$ acres.

I subjoin the inventories of furniture in both offices.

I have drawn one hundred dollars from this office.

I remain, very respectfully, sir, your obedient servant, V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

John Hays, Esq., receiver of public moneys at Jackson, Missouri, in account with the United States.

1833. June 30. To balance of account rendered this day	$2,893	14
1833. July 31. To sales of public lands this month	3,296	00
1833. Aug. 3. To sales of public lands, certificates No. 1,577 and 1,578	239	98
	$6,429	12
1833. August 5. By so much received on account of services	100	00
Balance in the hands of the receiver this day	$6,329	12

V. M. GARESCHE.

JACKSON, *Missouri, August* 5, 1833.

BATESVILLE, *Arkansas, August* 11, 1833.

SIR: In my last communication from Jackson, Missouri, I neglected stating the nature of the balance in the hands of the receiver: for this omission I claim your indulgence.

It consisted in specie	$629 12
In notes of the United States Bank, or its branches	5,700 00
	$6,329 12

Since writing my report, I have been told that it was not Hays, but his clerk Garner, that had disposed of the public moneys, and that Hays had obtained judgment for $600.

This fact, which does not exonerate Hays as a public officer, relieves, however, his private character from the charge of fraud. In these election times, every man's opinion savors more or less of politics, and one must be cautious how he receives his impressions.

The country from Jackson, Missouri, to this place is a ridge, no part being fit for cultivation except a few tracts along the water courses. To obtain a farm of one hundred and sixty acres of arable land, it would perhaps be necessary to enter two sections or more: nobody will naturally do it. They therefore settle on the United States' lands, improve these spots susceptible of culture, and cut down the timber. I have not in the whole route found a solitary instance of people owning the land they occupied. All this ridge land will never be located until the United States put it up at public sales, and sell it for whatever it will bring. In the meantime, the settlers in the vicinity cut down the timber, and will render the country a real waste. That most of the western part of the territory is such as I describe, there can be little doubt, from the accounts I have had, and from what I have surveyed, when placed on the summit of a ridge from whence the eye could embrace an extensive portion of the country. The southern part of the State of Missouri, although of the same nature, has good timber on it, and lofty pines; but, as you advance further south, the limestone foundation has but a very thin stratum of vegetable mould on it, and in a great many places none at all, or sand. Easterly the soil is alluvial, or consisting of undulating land: the roads, such as they are, are almost impassable, and the whole country very sickly.

All that I state may be considered superfluous, and out of the limits of my duty; but if I have overstepped those, it was from the, perhaps, misconceived opinion that an officer of the government is bound to communicate every kind of information that he possesses and deems useful. Therefore, my wish to be so is the excuse I offer for trespassing upon your time.

I arrived this morning, Sunday, and will begin my examination of the land office to-morrow.

I am, very respectfully, sir, your obedient servant,

V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Inventory of the furniture found in the register's office, being the property of the United States.

Writing desk of ash and poplar, with two sets of drawers, and divisions for books, *(a)*	$12 00
Writing desk of black walnut with gilt knobs, and two sets of drawers, compartments for books, and holes for papers	30 00
Glass inkstands	6¼
Sand-boxes	12½
	$42 18¾

Inventory of the furniture found in the receiver's office, being the property of the United States.

One desk for books and papers, black walnut, gilt knobs	$30 00
One writing desk, *(b)*	18 00
One iron-bound chest	89 81¼
One table *(c)*	4 00
	$141 81¼

V. M. GARESCHE.

JACKSON, *Missouri, August 5th*, 1833.

N. B.—The above list has been made from vouchers left by Mr. Quarles, the former receiver. The writing desk *(b)* is not in the office, and is supposed to have been sent to the register's, and be the same as *(a.)* It is doubted whether the table *(c)* belongs to the United States. The clerk supposes that the charge was not acknowledged. I have not seen the receiver to give me the necessary information.

FAYETTE, *Mo., July* 17, 1833.

SIR: I herewith enclose a copy of my report of the examination of this office, addressed to Elijah Hayward, Esq., Commissioner of the General Land Office.

I remain, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Hon. WM. J. DUANE, *Secretary of the Treasury.*

FAYETTE, *Mo., July* 17, 1833.

SIR: After being detained a few days at Lexington by an attack of the cholera, which fortunately was not severe, I reached this place on the 15th, and spent two days in the examination of its office, the two branches of which are located under the same roof. I have here to remark that, although I have spent only two days out of the six allowed me, it must not be inferred that I have been remiss in the execution of my duties. The junction of the two offices gave me greater facilities, and in these little towns where business begins at 5 or 6 A. M., and closes after sundown, as much can be done in one day as would be done in two in St. Louis, for instance. My course of proceeding, in which I deviate somewhat from your instructions, is this: After examining the receiver's office in the manner pointed out by you, I take a copy of the register of the receipts for two months past, (this trouble is saved when the two offices are kept together,) which I then compare with the register of certificates: this last I compare again with the township plats, then with the tract books, and finally with the journal. The journal I compare with the ledger. Here sometimes I receive the assistance of some of the gentlemen; but my examination of the other books is done minutely by myself alone. After devoting the same attention to my other researches, the surplus of my time is occupied in desultory investigation through the books and papers; trifling discrepancies, after seeing them corrected, I have heretofore passed over without taking any more

notice of them when not found in the principal books. In this I may have been wrong, and mean to be more correct for the future, thinking it better to be fastidious than to disregard an object which may possess importance, though unfelt by me.

In register of receipts, No. 6,664 was marked N. W. of N. W. qr., instead of N. W, of N. E. qr. In tract book No. 6,227 was under date of June 15th, instead of 17th. These little errors I have never considered of sufficient importance to trouble you with a list of them.

The receiver's books were made up, but the register, Mr. H. L. Boone, had his journal and ledger brought up only to April 6th last. His excuse is that he has had, for the last six months, a great deal of sickness in his family, which has obliged him to sit up day and night. I have been told this was actually the case. Everything else was in very good order; township plats pasted on canvas, not bound, but covered with strong leather; tract books opened in due form, and provided with indexes. Here let me remark that one or two large tables, six feet by three or four, are essentially necessary for the preservation of the plats, which, being large and heavy, if not laid down flat, and open on a large surface, would very soon tear and get out of order. Any one who has attended to the transactions of a land office must have been struck with the necessity of such tables. I would therefore recommend furnishing them to those offices that are without.

By comparing my lists with the register of certificates, I do not find that any individual has been guilty of entering more than 80 acres in quarter-quarter sections.

Below is an account current with the receiver, showing a balance of $621.39 (six hundred and twenty-one dollars and thirty-nine cents) in his hands ; also inventories of the furniture in the office.

The principle on which they act in this office is, that entering a fractional does not interfere with the privilege of the two quarter-quarter sections.

U. Sebree, the receiver, lives about four miles out of town. I found him, however, at his post on my arrival. He attends, I am told, regularly, and has, he says, made the fact of his living out of town known at Washington.

I have already, in my last report, imparted to you my difficulties in being able to find "the tracts which the receiver or register may have purchased for themselves or in trust for others; also the sale of such tracts, to whom, and for what sum or sums, and also in what instances this may have been done in the name or names of any of their families or connections either by blood or marriage, &c." I would be thankful if you would send me some additional instructions on the subject, forthwith, to Little Rock, Arkansas, for I must confess at present my inability to perform this part of the service.

I remain, sir, very respectfully, your obedient servant,

V. M. GARESCHE.

Uriel Sebree, Esq., receiver of public moneys at Fayette, Mo., in account with the United States, viz:

DR.

1830. July 1. To balance of last account rendered	$10,536 50
1830. July 17. To sales of lands this month	1,316 78
	$11,853 28

Contra.

CR.

1830. July. By deposit in the United States Bank at St. Louis		$11,231 89
Balance on hand		$621 39
Consists of four hundred-dollar notes of United States Branch Bank	$400 00	
Specie	221 39	
		$621 39

V. M. GARESCHE.

FAYETTE, *Mo., July* 17, 1833.

Inventory of the furniture in the receiver's office, being the property of the United States, viz:

Book-case, with pigeon holes of black and white walnut, nearly new	$25
Walnut table, 7 feet by 2½	5
Strong box, ironwood, in good order	30
	$60

V. M. GARESCHE.

FAYETTE, *Mo., July* 17, 1833.

Inventory of the furniture in the register's office, being the property of the United States.

Two walnut tables, 6 by 3½ feet, at $5	$10
Two book-cases, with pigeon holes, cherry, at $15	30
One book-case, with pigeon holes, ash	5
Writing desk, with drawers and pigeon holes	8
	$53

V. M. GARESCHE.

FAYETTE, *Mo., July* 17, 1833.

WASHINGTON, *Mississippi, February* 1, 1834.

SIR: I have the honor of transmitting you a copy of the report to the Commissioner of the General Land Office, of my examination of the land office at Washington, Mississippi, together with the papers therein referred to.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

Hon. R. B. TANEY, *Secretary of the Treasury.*

WASHINGTON, *Mississippi, February* 1, 1834.

SIR: My examination of this office commenced on the 27th ultimo, and terminated on the 31st, making four days; during which I inspected the register of certificates and township plats from the 6th December to the 25th ultimo, which includes Nos. 2,000 to 2,139; and tract books from 1st November last to 30th December, including Nos. 1,863 to 2,083. The tract books were not entered beyond that period, being the practice of the register to enter only after the month is up. None of the books contained any error, with the exception of two trifling ones in the dates. Papers, and everything else, I found in very good order. The register has, as yet, made little progress in the copy of his maps, having only eighteen unfinished ones: he expects to have them all ready by next August. He keeps no ledger or journal. I was glad to find that he was dispensed by a letter from Mr. Moore, dated last April.

The receiver's last quarterly balance was	$6,184 69
To which add the sales up to 25th January last	7,633 98
Balance due to the United States	$13,818 67

This balance is not, however, in his power; but what has become of it he was unable, or rather unwilling, to state; but he promises that it will be placed in the Planters' Bank at Natchez, to the credit of the United States, before I have time to reach Washington city. The present scarcity of money might perhaps disappoint his expectations. My inquiries were insufficient to procure any further information on the subject. His register of receipts was examined from the 5th December to 25th January; this includes Nos. 2,000 to 2,139; the journal and ledger from 1st of November to 31st of December or from Nos. 1,863 to 2,083. The entries on the journal did not extend any further. The sales were entered in the ledger to the debit of the "cash account," and credit of "sales of public lands," up to the day of examination. You have below the "errata list," and an inventory of the furniture in both offices.

I subjoin the statement of lands purchased by the receiver, as furnished by him. This species of information, it is evident, cannot be obtained except by a direct application to the parties themselves: so, at least, it appeared to me, and to some confidential gentlemen of the bar whose advice on the subject I solicited. No part of my instructions have given me more trouble. Some officers have denied the government a right to interfere with their private concerns—their purchases and sales being made according to law. To come to a knowledge of the facts by indirect means would have been both tedious and uncertain. I regret much that I was deprived of your advice on this and some other parts of my instructions previous to my departure.

My short ride from Natchez to this place has brought on my former complaint (hemorrhage); being, therefore, unable to proceed by land, I intend going by water to Vicksburg, and there take the stage to Mount Salus.

I am, very respectfully, sir, your obedient servant, V. M. GARESCHE.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office.*

Errata in the register of receipts.

No. 2117. 81.37 acres, should be 82.40 acres.
2125. Range 1 west, should be 4 west.
2128. 160.34 acres, $201.55, should be 400 acres, $500.

In the journal.

No. 1,898. 157.56 acres, should be 157.25 acres.
1,939. Township 21, should be township 3.
1,954. $49.67, should be $46.67.
1,995. Section 44, should be section 17.
1,996. Section 17, should be section 44.
2,040. N. W. ½, should be N. E. ½.
2,045. 80¾ acres, should be 81.34 acres.

WASHINGTON, *Mississippi, January* 30, 1834.

Since my appointment as receiver of public moneys, I have purchased, jointly and in my own name, the following tracts of land in the State of Mississippi, viz:

Lots 2, 3, and 4, in section 18, township 4, range 4 west, 315.14 acres; purchased by Thomas Lewis and Thomas Barnard, per receipt No. 1,236, and since sold.

Lot No. 4, section 2, township 16, range 2 east, 95 acres; purchased by Thomas Lewis, per receipt No. 1,075.

Northwest quarter of section 6, township 3, range 4 west, 162.31 acres; purchased by Thomas Lewis, per receipt No. 2,011.

I have also purchased other lands in Louisiana, jointly and in my own name, the most of which have since been sold. The absence of my receipts, which I have deposited in the General Land Office, by the hands of Dr. H. G. Doyle, for the purpose of obtaining the patents as soon as practicable, renders it impossible, at this time, for me to designate the lands alluded to; but a reference to the last-named receipts will show the quantity entered, and the part or parts to which I am entitled. These lands are all situated in township 16, range 14 east, district north of Red river.

THOMAS LEWIS, *Receiver of P. M., Washington, Mississippi.*

In addition to the above statement, I will observe, that the lands still retained by me in Louisiana are, lots 5 and 6, fronting on the Mississippi, and an undivided half of section 29, township 16, range 14 east.

A true copy: V. M. GARESCHE.

A list of the furniture in the land office at Washington, Mississippi, the property of the United States, viz:

A stained pine board press, with divisions for books, pigeon holes and drawers	$45 00
Pine board press, with divisions for books and papers	10 00
Pine board writing desk, with drawers	15 00
Pine board shelves	5 00
	$75 000

In the receiver's office.

A pine board desk, with drawers	$15 00
A cypress press, with pigeon holes and shelves for books	6 00
An iron chest, (value uncertain)	75 00
Land office sign, (claimed by the late receiver)	10 00
A stand for ledger and journal	1 00
	$107 00

V. M. GARESCHE.

WASHINGTON, *Mississippi, February* 1, 1834.

ZANESVILLE, *Ohio, Sept.* 30, 1833.

SIR: I have the honor to inform you that I arrived in this town on Friday night, the 20th of this month, after traveling sixty-four miles from Marietta, over as hilly a country as I ever passed. On Saturday morning I visited the receiver's office, and required an exhibit of the whole amount of cash in his hands for the sale of public lands, and, after counting the funds I ascertained the true balance due, as appears from the enclosed statement. I then examined the books and papers as they were presented by the receiver. I do most conscientiously believe that Mr. Van Horne, the receiver, is a most valuable young officer. He is exceedingly promising as a man of business, and I judge from a thorough examination of the books and papers. I believe him to be truly faithful, and he reflects much honor on the government. He appears to be a great favorite of the people. His books are nearly and neatly posted, and they are correct and well kept. His general conduct as an officer is much approved. He has a good brick office adjoining his dwelling, and sleeps in it to guard the funds of the United States. He was polite, and offered every facility in my examination. The books are well bound, and his papers filed, labeled, and placed in good cases, and kept from the dust, and everything neat and in good order. A schedule of property in this office belonging to the United States is as follows, to wit:

One writing desk, valued at	$7 00
One iron chest, valued at	25 00
One book case, valued at	10 00
	$42 00

The receiver appears to be much harassed by the purchasers that have been permitted to enter land at the register's office improperly. I have had much trouble, and was detained *much longer* than I expected at Zanesville, in consequence of the charges mentioned in your letter of instruction, against Thomas Flood, as the witnesses live a long distance from each other, and when I shall finish this unpleasant business, correctly, I *know not*. I have taken all the testimony that I can collect, which I presume will be sufficient to enable your honor to make up a correct opinion. The register has a good clerk, and his books are kept generally neat and legible, and the books and papers are all well bound and in good condition. The old original plats are bound in two books, and backed with cotton cloth, and the lines and corners are nearly obliterated, having been surveyed and furnished nearly thirty years since, which is the cause of many mistakes with the applicants, as stated to me by the register. I am sorry to find that his books are very much behind: they appear as follows, viz: The entries have been made up in the register of certificates to January, 1833, in the journal to the 7th of August, 1833, in the ledger up to the 1st of July, 1833, the tract book up to the first of January, 1833, and in the sales book up to the 3d of August, 1833. His books and papers are kept from the dust in *cases*, and his papers are neatly filed. A list of the fractions was early sent to the surveyor general for division, but no return has been received *as yet*. The register supposes that the United States *has yet* about four hundred thousand acres still remaining in this district *unsold*. The number of affidavits, which you will find enclosed, have been collected with great trouble in the case of Mr. Flood.

All are respectfully submitted by your obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

The HON. ELIJAH HAYWARD.

WASHINGTON, *October* 17, 1833.

SIR: In pursuance of instructions bearing date 24th July, 1833, I proceeded to examine the land offices in the State of Ohio, as will be seen in my several reports, and have now the honor to communicate for your information all the testimony in my power to procure in relation to the several cases of alleged malfeasance therein specified.

It will be observed that I was not invested with power to call before me persons supposed or reported to be in possession of facts or documents necessary to a complete development in any case, and therefore communicate only so much as was voluntarily furnished. It is believed that your honor will perceive the necessity as well as propriety of making a more strict inquiry into the practice of some of the public officers, with a view to vindicate the justice and purity of the government. Without other remarks, I beg leave to tender you the accompanying documents, which I hope will serve to show that I have endeavored to execute the trust confided to me.

I have the honor to be, sir, your obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices, Ohio.*

To the Hon. ELIJAH HAYWARD.

CUMBERLAND, *Guernsey County, Ohio, April* 19, 1832.

The memorial of the undersigned, William C. Bay, a citizen of the county of Guernsey, in the State of Ohio, respectfully showeth that your memorialist, some time in the month of April, 1830, settled with his family on the west half of southwest quarter of section 21, of township 9, of range 10 in the Zanesville district, and has resided thereon ever since, having made some improvements, viz: a dwelling-house, in which he resides, a corncrib, &c., &c., and has cleared and fenced two or three acres of the said half quarter; that he took possession of and settled on said tract with the intention of entering it as soon as he should be able; that, as he is informed and believes, a certain John Cummins, on or about the 17th day of February, 1831, applied to the register of the land office in Zanesville, and made an entry of the said half quarter, and in payment thereof surrendered certain military bounty land scrip, although your memorialist was at that time in possession thereof, and never gave consent, written or oral, to the said Cummins to enter the same.

Your memorialist further represents that, on or about the 12th instant, having acquired the means to enter and pay for the said half quarter, as he always intended to do as soon as he became able, he went to the said register's office in Zanesville and made application to enter the same, and tendered the full payment thereof; but his application was refused and he was not permitted to make the entry.

Your memorialist is informed that a patent has not yet issued to the said Cummins or any other person for the said half-quarter, and supposes that it has not issued in consequence of the right of your memorialist having come to the knowledge of the proper officers after the said entry by Cummins.

Understanding that, by the provision of the law of Congress on the subject, settled or occupied lands are not permitted to be entered by the holders of military bounty land scrip without the written or oral consent of the occupant; and your memorialist having never given such consent to the said Cummins, or any other person, and believing that he has good right to enter the said half-quarter, your memorialist respectfully solicits your early attention to this memorial, and that you will cause such measures to be taken by the proper officers as will enable your memorialist to obtain his rights; and that you will cause an inquiry to be instituted into the matter herein set forth, and that right and justice may be done. And your memorialist, as in duty bound, &c.

WILLIAM C. BAY.

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

THE STATE OF OHIO, *Guernsey County, ss:*

I certify that on this day the above named William C. Bay personally came before me, and was duly sworn to the truth of the facts set forth in the foregoing memorial.

Given under my hand and seal this 19th day of April, A. D. 1832.

J. W. BELL, *J. P.* [SEAL.]

Copy of the paper said to be the deposition of Cummins.

REGISTER'S OFFICE, *Zanesville, Ohio, February* 17, 1831.

I, John Cummins, of Guernsey, being desirous of locating the W. ½ S. W. of section No. 21, township No. 9, range No. 10, in the district of land subject to sale at Zanesville, Ohio, by applying in payment thereof a certain certificate of military land scrip, do solemnly swear that, from my own knowledge of the fact, after actual inspection of the said tract of land, on or about the first of the present month, there was not at that time any person residing thereon; and that I do truly believe that there is no person residing thereon at this present time, or has claims of pre-emption thereto under the act of the 29th of May, 1830.

his
JOHN × CUMMINS.
mark.

Sworn to and subscribed this 17th February, 1831, before

THOMAS FLOOD, *J. P.* [L. S.]

THE STATE OF OHIO, *Muskingum County, ss:*

Before me, Samuel Thompson, an acting justice of the peace in and for said county, personally came John Cummins, who, being duly sworn according to law, deposeth and saith that on the 17th day of February, 1831, he, this deponent, went to the office of the register of public lands in Zanesville to enter land, and made application to Thomas Flood (register) in his office, to purchase the west half of the southwest quarter of section twenty-one, of township nine, of range ten; and after this deponent had informed said Flood that William C. Bay was living on the said land, he (Flood) asked this deponent how long Bay had been living on, and what improvements he had made, and whether he had raised a crop on the land? This deponent informed said Flood that Bay had been on the said land since some time in April last, (1830,)

and had built a cabin house, in which he lived, and that he had deadened some trees and made a few rails. Flood then said to this deponent, "If you have got the money you can have the land." This deponent said to Flood, "I have got the money." Flood then said "Let's look at it." This deponent then gave the money (one hundred dollars) to said Flood, who, after counting the money, wrote on a small piece of paper, and then asked this deponent if he could write his name; to which this deponent answered "No, sir, I cannot." Flood then wrote the name, as this deponent believed, and told this deponent to make his mark. This deponent did make his mark on the paper where Flood showed him the place to do so, supposing the same to be the necessary application to the purchase of the land. Flood then gave this deponent some papers, at the same time telling this deponent that he must take them down to Mr. Van Horne's office and pay twenty cents more. This deponent then offered the said Flood the twenty cents. Flood then said to this deponent, "You must pay that at the other office." This deponent then started out of Flood's office to go to Van Horne's office; and as this deponent was going out at the door of the register's office, the said Flood told this deponent not to say anything at the other office about anybody living on the land. This deponent, at the time he entered the land, did not hear or know anything about scrip or deposition; was not sworn or asked to be sworn; he paid the money for the land agreeably to Flood's directions, one hundred dollars to Flood and the balance to Van Horne—supposing all was right until some time afterwards, when this deponent found that he had been (through want of education and a knowledge of business) imposed upon by Flood, with the scrip, by reason of which this deponent has (as he verily believes) lost his right to the land for which he honestly paid his money. And further this deponent saith not.

his
JOHN × CUMMINS.
mark.

Sworn to and subscribed before me, this 28th day of October, 1832.

SAMUEL THOMPSON, *J, P.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Before me, Samuel Thompson, an acting justice of the peace in and for said county, personally came John Reed, of lawful age, who, being duly sworn according to law, deposeth and saith that, on or about the last of July, 1831, this deponent, on hearing a report in circulation that John Cummins had entered the west half of the southwest quarter of section twenty-one, of township nine, in range ten, on which William C. Bay then resided, and understanding (by the report in circulation) that the said Cummins had made oath that there was no person living on the land at the time he made the entry, and that the said Bay intended to prosecute the said Cummins for perjury, whereupon this deponent, from his knowledge of the good character and standing of Cummins, called on Thomas Flood, register of the land office in Zanesville, on or about the said last day of July, 1831, and stated to the said Flood the report was in circulation, and that they were talking of taking Cummins up for perjury, and asked the said Flood whether Cummins had made oath as was stated. Flood said no: he was not qualified at all; that he (Cummins) had told him (Flood) the truth about the land, that Bay was living on the land. Flood stated to this deponent that Bay was not entitled to a pre-emption right, that he had not been on the land long enough, and had not raised any crops on it to entitle him to a right, and asked this deponent what improvements Bay had on the land: to which this deponent answered, (having been at Bay's house a few days before on the said land,) that he had a cabin on the land, in which he (Bay) lived. Flood then told this deponent that Cummins had entered the land according to law, and had paid his money for it, and that there was no law to keep him out of it. This deponent then asked Flood how Cummins would get possession of the land, and how he could get Bay out of it? Flood said he must go and give him legal notice, and if he did not go out, then go and take some men with him, and tell him (Bay) to take out his goods and his children; and if he did not do it, then pull and take the house down, and be careful not to hurt his children or goods, and move the house to some other place, and set fire to and burn it up, or do anything else with it he (Cummins) pleased. And further this deponent saith not.

JOHN REED.

Sworn to and subscribed before me, this 28th day of October, 1832.

SAMUEL THOMPSON, *J. P.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Personally came before me, Samuel Thompson, an acting justice of the peace in and for said county, Lee Ogan, of lawful age, who, after being sworn according to law, deposeth and saith, that, on or about the last day of April, 1832, he, this deponent, called at the office of Thomas Flood, register of the land office in Zanesville, and inquired of the said Flood if Cummins' patent had come on for that land? (meaning the west half of the southwest quarter of section twenty-one, of township nine, in range ten.) Flood said no. This deponent then asked the said Flood if William C. Bay had been there that day? To which Flood answered in the affirmative, by saying yes. This deponent then asked Flood if Bay had any right for the land? To which Flood answered that he, Bay, had not any right, nor could he get any. This deponent then stated to said Flood that Bay said Cummins had sworn a false oath about the land, and therefore could not get it. Flood answered and said it was not so, that Cummins was not sworn anything about the land. The land spoken of in this deposition is the same land, and the parties are the same, as referred to in the foregoing deposition of John Cummins. And further this deponent saith not.

LEE OGAN.

Sworn to and subscribed before me, this 4th day of January, 1833.

SAMUEL THOMPSON, *J. P.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Before me, Samuel Thompson, a justice of the peace in and for said county, personally appeared Charles Stetson, and made oath in due form of law, that he had been the sole agent employed in the sale of military bounty land scrip at Zanesville since the 1st of October, 1832. That, in his absence, he had occasionally employed another person to transact his business, but that he had not, in any instance, employed a clerk in the register's office. That he is fully satisfied that, since the time mentioned, no

clerk in the register's office has had any agency or interest in the sale of scrip, or has been in any way, directly or indirectly, connected with the business.

CHARLES STETSON.

Subscribed and sworn to before me, this 25th day of September, 1833.

SAMUEL THOMPSON, *J. P.* [SEAL.]

STATE OF OHIO, *Muskingum County, ss:*

Personally appeared before me, a justice of the peace in and for said county, Thomas K. Love, who, being by me duly sworn, deposeth and saith that he has been the only clerk who has done the business in the register of the land office in Zanesville for some time past; that he never has acted as agent for the sale of military bounty land scrip, being informed by the register, upon his entrance into his office, that it was contrary to law; that he never has, directly or indirectly, received any compensation on account of scrip.

THOMAS K. LOVE.

Sworn to and subscribed before me, this 25th day of September, 1833.

SAMUEL THOMPSON, *J. P.* [SEAL.]

ZANESVILLE, *September* 25, 1833.

Some time since, perhaps in the winter of 1832, a colored man, by the name of *John Cummins*, called at my office in this place, and employed me to write a petition to the Commissioner of the General Land Office, respecting a tract of land entered by him, and which was claimed by one *Bay*. All the material facts set forth in that petition were dictated to me by the said Cummins; and after I had finished the petition, I read it to him in a distinct and audible voice. He pronounced all the facts true, and was qualified to its contents.

GEO. H. FLOOD.

THE STATE OF OHIO, *Muskingum County:*

Before me, an associate judge of said county, personally came G. H. Flood, who made oath that the facts above set forth were true to the best of his knowledge.

WILLIAM BLACKSOM, *Associate Judge.* [L. S.]

September 26, 1833.

Being informed by Mr. Flood, register of the land office at Zanesville, that a difficulty exists in relation to a certain military land scrip, relinquished to the United States by one Cummins, in payment of a half quarter of land in Zanesville land office, and which purchase was annulled in consequence of one Bay having a pre-emption right; I have to state, that at the time said entry was made, I was in possession of a large amount of said scrip, and that it is probable that Mr. Cummins received the scrip of me for the purpose of paying for his land. If so, I received value for the scrip, and would have no hesitation in refunding the money to Mr. Cummins, or his order, on his delivering back to me the scrip; provided I can apply the same, or have the same applied in the purchase of land again, in the name of such person as may be willing to make payment with scrip, or, in other words, if the scrip can be available to me in as full and ample a manner as if it had never been relinquished as above, then I will give Cummins his money.

I am also informed, that the validity of my purchase of the southwest quarter of section 15, township 6, range 11, military, is questioned. In reference to that, I have to state, that I was a bidder at the public sale on the first day; that the land was run up above what I was willing to give; that it was understood that any bids not complied with, and purchase completed that day, that the land would be offered the next day; accordingly, the next day being the second day of the public sale, ascertaining that the said land had not been paid for, and the time for opening the sales having arrived, I called up the tract and became the purchaser.

CHARLES C. GILBERT.

THE STATE OF OHIO, *Muskingum County, ss:*

Before me, an associate judge of said county, personally appeared Thomas Flood, and made oath in due form of law, that the military bounty land scrip, relinquished by Cummins for land afterwards located by Wm. C. Bay, was received by said Cummins of Charles C. Gilbert; that I never owned stock of that description in my life, either directly or indirectly; that I have no knowledge of either of the other men that gave depositions in this case, but am well convinced that I never used to them the language attributed to me (it being contrary to law and common sense), in respect to turning Bay off the premises.

Said Flood further made oath, that to the best of his knowledge, his son, George H. Flood, had never been, directly or indirectly, interested in any sale of land made at this office; that he never bid off any tract at a public sale for his own benefit, or on his own account, or that of his father, this deponent.

THOMAS FLOOD.

Subscribed and sworn to before me, this 26th day of September, 1833.

WILLIAM BLACKSOM, *Associate Judge.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Personally appeared before me, one of the associate judges of said county, George H. Flood, who being duly sworn deposeth and saith, that some time in the summer of 1831, and previous to the public sale of relinquished and forfeited lands, at the Zanesville land office, a young man by the name of Wolf called on this deponent, and informed him he was desirous of purchasing the southwest quarter of section No 15, in township No. 6, of range No. 11, military, and requested this deponent to act as his, Wolf's, agent at the said sale, and bid off the said land for him; that it was doubtful whether he, Wolf, would be present, and if he was he knew nothing about business of that description. This deponent consented, and at the sales did purchase for the said Wolf the above described land, and made out an application in

the name of Wolf, and handed it to him for the said tract. What became of the application and Wolf, or what arrangement he then made, this deponent is wholly ignorant, for he has no recollection of conversing with Wolf after he gave him the before-mentioned application. For the services this deponent rendered to Wolf, he did not receive a solitary farthing, and had no expectation of being paid for his services. In the whole transaction, deponent acted gratuitously for a young man who was ignorant of the mode of transacting business of this description. At that time, deponent was reading law in the office of W. Sullivan, Esq., and occasionally assisted the register in his office. And further deponent saith not.

GEO. H. FLOOD.

Sworn to and subscribed before me, this 26th September, 1833.

WILLIAM BLACKSOM, *A. J.* [SEAL.]

THE STATE OF OHIO, *Guernsey County, ss:*

Personally came before me, Isaac Wilson, an acting justice of the peace in and for said county, James Karr, of lawful age, who, being by me duly sworn according to law, deposeth and saith, that some time in May, or first of June, 1832, he, this deponent, went to the register's office in Zanesville, to know whether the south half of the southeast quarter of section seventeen in township one, and range three, was vacant. Thomas Flood, register of the land office, informed this deponent that it was for entry; this deponent informed the said Flood, that he, this deponent, wanted the said tract of land, but had not quite money enough to enter the same, and this deponent asked the said Flood what he would take and keep the said land for this deponent until he could get the money; this deponent does not *now* recollect the answer that Flood made to the question. This deponent then told the said Flood, that he, this deponent, would give him, the said Flood, ten dollars to keep the land for this deponent for one year. To which the said Flood replied to this deponent, "give me the ten dollars, and say nothing about it." This deponent then told the said Flood, to write *his*, this deponent's, name on the plat of the said land, and he, this deponent, would give him, the said Flood, the ten dollars. The said Flood did write this deponent's name on the plat of the said half quarter section of land. This deponent then handed a ten dollar bank note to the said Flood, which, when the said Flood looked at the ten dollar note, and seeing that this deponent had also two five dollar bank notes, the said Flood said to this deponent, "give me the two fives;" this deponent kept the *ten*, and gave the two five dollar notes to the said Flood, as a *fee* to save the said land to this deponent for one year; and the said Flood did save the said land for this deponent until some time after, when this deponent went to the said Flood's office in Zanesville, with John Nowlan (the son-in-law to this deponent), and, by and with the advice and consent of this deponent, the said Flood permitted the said Nowlan to enter the west half of the said tract; and on the 20th day of May, 1833, this deponent entered the east half of the said tract. And further this deponent saith not.

JAMES KARR.

Sworn to and subscribed before me, this 28th of September, 1833.

ISAAC WILSON, *J. P.* [SEAL.]

Having been called upon by Isaac Cannell, Esq., examiner of the land offices in Ohio, to give a statement of the facts that occurred relative to the transaction of business in the land office at Zanesville by Thomas Flood, Esq., register, while I was acting as clerk in his office, (either favorable or unfavorable to him.)

As to the transaction of the greater part of the business, it is done by the clerk, who makes out the application and affidavits, and are sworn to by Mr. Flood, acting as justice of the peace.

There are generally two affidavits to each entry. When the applicant enters a quarter-quarter, of course there is an affidavit to be taken, for which the applicant pays him (Flood) twenty-five cents, which affidavit, after the land is paid out, is filed in Mr. Flood's office, and the other affidavit is when the land is about to be paid out in scrip, for which the person who puts off the scrip in payment of the land pays Esquire Flood fifty cents. After the land is paid out, the entry is sent back to the office, and marked on the plat by the clerk.

I was then asked to answer the following questions to the best of my knowledge, viz:

Question. What is the man's name that puts off the scrip?

Answer. Charles Stetson, Esq.

Question. Does the person that puts off the scrip receive the money in the register's office, and in the presence of the register?

Answer. He does in nearly every instance.

Question. Does Mr. Flood say anything to the purchaser concerning his money, whether it is land office money or not?

Answer. Mr. Flood asks the purchaser to let him (Mr. Stetson,) examine his money, which the purchaser accordingly does, and, if Mr. Stetson sees fit, he pays his land out in scrip (if there is no person living on or has a pre-emption right to the land).

Question. Did you ever know of Mr. Flood giving the purchaser a wrong statement of the contents of the affidavits?

Answer. I never did

Question. Is the blank relinquishments on the scrip written ready to fill up in his office, (and witnessed?)

Answer. They are in a great many instances.

Question. How does the person that puts off the scrip get paid?

Answer. I believe a percentage of $2 on $100.

Question. Do you believe that Mr. Flood receives any of the above percentage?

Answer. I do not know that he does.

Question. Do you know of Mr. Flood ever sending any person to find this man that puts off scrip in payment of land, to come and exchange another man's money that is about buying land?

Answer. There is not more than one instance of this kind that presents itself to my recollection at present, which is, one evening after dark a person came to the office to purchase land—I think two half-quarters. Mr. Flood asked the man to let him look at his money; he did so, and, after examining it, Mr. Flood told him there was two five dollar notes on the Northwestern Bank of Virginia, which Mr. Van Horne did not receive in payment of land, but he said that if he would wait he would get a man that would exchange his money, and not charge him anything. Mr. Flood then asked me if I could go up and tell Mr. Stetson

to come down, and pay out the man's land in scrip; which I done. Mr. Stetson then took the man's money, and told him he would go down and pay out the land, which he paid out in scrip. After Mr. Stetson returned, he paid Mr. Flood one dollar for the two affidavits; without said affidavits he could not have paid out the land in scrip.

ZANESVILLE, *Ohio, September* 28, 1833.

I, George H. Hilton, do certify the above to be a true statement of facts relative to the transaction of business while I was clerk in the register's office at Zanesville, under Thomas Flood, Esq., register, to the best of my knowledge and belief.

GEO. H. HILTON.

Deposition of Charles P. Moore, of Spencer township, Guernsey county, Ohio, taken on this 28th September, 1833, at my office, before me, Jesse Keen, justice of the peace in and for Muskingum county, Ohio, at the request of John Cummins, late of Guernsey county, Ohio:

The said Charles P. Moore, being duly sworn, deposeth and saith, he saw in the possession of William C. Bay, a copy of an oath that the aforesaid John Cummins should have sworn before Thomas Flood, Esq., register of the land office, Zanesville; which oath said Cummins protests he never took, and called on me to go with him to Esq. Flood, to hear if he, Flood, would not acknowledge he never adminstered the oath to said Cummins.

I, said Charles P. Moore, in company with John Cummins, called at the register's office. The register, Esq. Flood, was not in: we found in the office a young man called George Flood. He said his father, the register, had gone east of the mountains. Mr. Cummins asked George Flood if he, Cummins, had been sworn in that office relating to the entry of a piece of land which he had entered some time previous? George Flood replied, you never have been sworn in this office. Mr. Cummins then requested George Flood to give him, from under his hand, an instrument of writing to show that he never had been sworn, so as to contradict the story Wm. C. Bay was telling of his, Cummins, having sworn false. Mr. George Flood said he would: he wrote something; handed it to Mr. Cummins; he folded it up, put it in his pocket without showing it to me, (he, Cummins, not able to write or read writing,) but supposing, as also I did, that Mr. George Flood had given him what he asked for. Some time after, probably two months, I saw the piece of writing given by Mr. G. Flood to Cummins, read it, and found it did not contain what we expected. The time of this transaction—deponent does not recollect the precise time of this occurrence, but believes the instrument written by George Flood to be dated. And further this deponent saith not.

CHARLES P. MOORE.

THE STATE OF OHIO, *Muskingum County, ss:*

I, Jesse Keen, justice of the peace in and for said county, do hereby certify that Charles P. Moore was by me sworn to testify the truth, the whole truth, and nothing but the truth, as a witness in the within case, and that the within deposition by him subscribed was reduced to writing by me, and taken at the time and place within mentioned.

Given under my hand and seal this 28th Sept., 1833.

JESSE KEEN, *Justice of the Peace.*

HARRISON TOWNSHIP, *Knox County, Ohio, October* 1, 1833.

I hereby certify that I attended at the sales of forfeited lands offered for sale at the register's office in Zanesville, on the 18th day of July, 1831, for the purpose of purchasing the southwest quarter of section fifteen, in township No. six, in range No. eleven of the unappropriated lands in the United States' military district. And when the said land was set up at sale, I bid it up to three dollars and fifty cents per acre; when Charles C. Gilbert, or George H. Flood, bid over that sum, and, as I now think, one cent per acre. The land was struck off, and sold to the said Gilbert or Flood. I am not certain at this time which of them became the purchaser, but I think it was the smallest man, the most pallid looking one; and when the purchaser stepped into the office he said that the land was Peter Wolf's, or that the land was struck off to Peter Wolf.

I had the money with me, and would have paid for the land at three dollars and fifty cents per acre, which was my highest bid. From the conduct of Thomas Flood, register of the land office, and his son George H. Flood, and Charles C. Gilbert, I then did think from what I heard from George H. Flood, or Charles C. Gilbert, which one I cannot tell, told Jacob Wolf to go into the office, and not to say a word: this was at the commencement of the sales. And I do now believe there was an understanding among them to prevent me from getting the land, that they, or some of them, might have opportunity to speculate.

THOMAS DILLIN.

Sworn to and subscribed before me, this first day of October, 1833.

WM. BEVANS, J. P.

THE STATE OF OHIO, *Knox County, ss:*

I, Alexander Elliott, clerk of the court of common pleas for said county, do hereby certify that William Bevans, before whom the above affidavit was taken, was, at the time of taking the same, and yet is, an acting justice of the peace for said county, duly commissioned and sworn, and full faith and credit are due to all his official acts as such, as well in courts of justice as thereout. And I further certify that the foregoing signature, purporting to be his, is genuine. In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at the clerk's office in Mount Vernon, this 1st day of October, 1833.

ALEX. ELLIOTT, *Clerk.*

Examiner's report, commencing on the 21st day of September, 1833, and ending on the 25th day of the same month.

BERNARD VAN HORNE, receiver of public moneys at Zanesville, within the State of Ohio, in account with the United States.

DR. *Receipts under specific heads.*

	Cash rece'd under credit system.	Forfeited land stock received under credit system.	Cash received under cash system.	Forfeited land stock and military land scrip rec'd under cash system.	Total amount.
Balance on hand June 30, 1832					$267 23
During the month of July, 1832			$3,580 77	$2,403 57	5,984 34
do August, 1832			6,691 38	1,874 34	8,065 72
do September, 1832	$3 70		3,114 83	6,322 10	9,440 63
do October, 1832			5,951 20	6,259 24	11,850 44
do November, 1832			1,228 84	8,255 41	9,484 25
do December, 1832			835 20	6,612 50	7,447 70
do January, 1833			770 24	7,577 09	8,347 33
do February, 1833			906 84	7,458 20	8,365 04
do March, 1833			851 43	9,956 07	10,807 50
do April, 1833			1,861 73	7,540 51	9,402 24
do May, 1833			702 00	3,690 21	4,392 21
do June, 1833			1,543 86	4,511 03	6,054 89
do July, 1833			3,051 31	4,482 50	7,533 81
do August, 1833			4,020 88	4,366 67	8,387 55
From the 1st of September to the 25th, inclusive, 1833			1,416 12	3,754 51	5,170 63
					$121,001 51

Disbursements under specific heads. CR.

	Cash deposited in Bank of the United States at Cincinnati.	Salaries of register and receiver.	Commissions of register and receiver.	Incidental expenses.	Treasury drafts, &c.	Forfeited land stock and military land scrip.	Refunded for erroneous entries.	Total amount paid over and accounted for.
For the quarter ending Sept. 30, 1832		$250	$348 08	$19 00	....	$10,600 01	$100 94	$11,318 03
do Dec. 31, 1832	$14,904 08	250	666 57	63 84	....	21,127 15	863 53	37,875 17
do March 31, 1833	3,000 00	250	564 80	103 99	....	24,991 36	49 83	28,959 98
do June 30, 1833	2,500 62	250	387 73	44 00	....	15,741 75		18,924 10
For the month of July, 1833	4,238 08			65 78	....	4,482 50		8,786 36
do August, 1833					....	4,366 67	50 00	4,416 67
								$110,280 31
Add balance remaining overpaid on account of the Moravian lands					....			413 88
								$110,694 19

Debits	$121,001 51
Credits	110,694 19
Amount which should be on hand	$10,307 32

Denomination of funds on hand, exhibited by Bernard Van Horne, receiver of public moneys at Zanesville, within the State of Ohio, at the receiver's office, to Isaac Cannell, examiner, on the 25th day of September, 1833.

Designation of banks.	Bank bills.					Specie.																Total amount.
	Of five dollars.	Of ten dollars.	Of twenty dollars.	Of fifty dollars.	Of one hundred dollars.	Eagles.	Half eagles.	Guineas.	Half guineas.	Doubloons.	Spanish dollars.	Mexican dollars.	Five franc pieces.	French crowns.	American dollars.	Half dollars.	Quarter dollars.	Ten cent pieces.	Six cent pieces.	Cents.	Value of foreign coin.	
United States Bank and branches	4	9	7	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	$350 00
Belmont Bank of St. Clairsville	86	66	6	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,410 00
Bank of Mount Pleasant	34	31	2	3	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	670 00
Farmers' and Mechanics' Bank of Steubenville	42	1	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	260 00
Bank of Marietta	24	3	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	150 00
Lancaster, Ohio, Bank	6	8	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	110 00
Franklin Bank of Columbus	26	24	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	370 00
Bank of Chillicothe	6	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	70 00
Franklin Bank of Cincinnati	....	10	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	100 00
Commercial Bank of Cincinnati	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	10 00
Urbana Banking Company	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	20 00
Bank of Zanesville	14	110	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,170 00
Bank of Muskingum	105	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	525 00
Specie	....	....	....	....	....	....	....	....	....	4	325	6	394	11	5	780	135	....	....	3	$769 03	1,197 81
Eastern State banks	4	2	....	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	90 00
Revolutionary bounty land scrip, 36 certificates of $100 each, amounting to																						3,600 00
Forfeited land stock, 1 certificate of $78.71																						78 71
Forfeited land stock, 1 certificate of $75.80																						75 80
Repayment to Daniel Hartman, September 11, 1833																						50 00
																						$10,307 32

B. VAN HORNE, *Receiver.*
ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

WOOSTER, *Ohio, August* 10, 1833.

SIR: I have the honor to report that I arrived in this town at night on the 4th of August, and entered upon duty next morning, and continued until this day, and expect to leave this place on Monday, the 12th, and hope to arrive at Bucyrus on Tuesday the 13th. That office, I understand, is doing a large business; the enterprising and industrious Germans, and others, settling in that district are the principal reasons given for the increase of sales. The general character of Mr. Lake, the register, and Mr. Quimby, the receiver, of this place, do an honor to the dignity of the government so far as I have had the pleasure of an intercourse with them. They both appeared every way disposed to afford me every facility immediately on my arrival at their office, to enable me to have a full examination of the books and papers, and I have endeavored to proceed in order though the whole of all my investigations under your instructions, and found everything in complete order ever since the present register's appointment, which was in May, 1829. Very many omissions appear, particularly on the book of plats, before that period; but since that time the entries of the land sold in this district have been made in the register of certificates, journal, and ledger, to the 8th of this month, and in the sale book to the 11th of May, 1833, at which time it was filled, and in the tract book and township plats to the 8th. In opening the tract book, the instructions from the department have been completed at this office, by commencing with the lowest number of section, township, and range, and running up in numerical order to the highest number of township and range in the district, with the exception of the 17th township, and range the 14th, which, from some cause unknown to the register, were omitted in the proper place, but follow the highest number of township in the district. I observe eight faint lines are left for each entry section, and a proportional number for each fractional section. The instructions contained in the circular of the 8th May, 1832, have been complied with. The register observed to me that he had transmitted, on the 5th of June, 1832, to the surveyor general's office, a list of fractional sections, and parts of fractional sections, remaining unsold in this district, which were to be subdivided under the provisions of the act of the 5th of April, 1832. No reply or returns as yet have been received at this office. The order the register has adopted in making entries of sales on the books of this office are, when the application and the receiver's receipt are delivered by the party making the purchase, the register compares them together, and, if found to agree, the same is entered on the blotter of the register of certificates. He then makes the entries in the tract book and township plats, and compares the entries with the application before filed. He then transcribes the blotter in the register of certificates, journal, and sales book; from the journal he posts into the ledger. The township plats (66 in number) are all in one volume, and covered with a light buckskin. They are now, and long before they came into the possession of the present register, (as I am informed) in a very bad condition, very much defaced, and in every way bad, and badly put together. In the first place it is entirely too large, and should have been bound in two or three volumes. I think it would be much better to have an entire new set of township plats taken from those in the surveyor general's office, and have them correctly marked from the records here. It would be a tedious business to make correct entries on a new set of plats, as the old ones are in such bad condition, and the entries not having been regularly made on the same until latter years. They have been so badly kept that the present register of this office cannot sell a tract of land without first referring to the tract book. The fact of land appearing as vacant on the plats is no evidence that it is so. The other records are generally all well bound and in good condition, except the tract book, which, from the slight manner of the binding, has become a little out of repair, and it is not in as good order as it should be; however, with great care it may be preserved, so that the government, nor any private individual, will sustain any injury. As the department has thought proper to dispense with the sales' book, no new books are wanted in this office; a journal will be wanted in about nine months. The present officers appear to use every precaution to preserve and keep filed in their order; both keep them in cases from exposure to the dust. The circular of the Commissioner of the General Land Office, in relation to the pre-emption law of the 29th of May, 1829, has been complied with. Much dissatisfaction with the purchasers for want of patents prevails; the register has not received any for a long time. I have the pleasure to inform you that I have given both of the offices in this place a satisfactory examination of all the books and papers, &c., connected with offices, comparing one with the other in every respect, and have the satisfaction to say they are in complete order, and I believe that the government has no more faithful officers than those two gentlemen. The books are all posted up to the time before-mentioned. A large book-case, valued at eighteen dollars, and one table, valued at four dollars, (twenty-two dollars) are all the furniture in the register's; and a book-case, valued at twelve dollars, and an iron chest, valued at about thirty dollars, are all the furniture belonging to the United States in the receiver's office. Enclosed with this you will receive a statement of the true balance of cash in his hand, as receiver of the public moneys, to the 6th day of this month, that being the day on which my examination closed at that office.

There appears not more than fifty thousand acres of public land left for sale in this district, and they are generally in small fractional sections; in the Steubenville district not more than twenty thousand left.

I have the honor to be, sir, your obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City.*

Examiner's report, commencing on the 5th day of August, 1833, *and ending on the 6th day of August,* 1833.

SAMUEL QUIMBY, receiver of public moneys at Wooster, within the State of Ohio, in account wtih the United States.

DR. *Receipts under specific heads.*

	Cash under credit system.	Forfeited land stock under credit system.	Cash under cash system.	Forfeited land stock under cash system.	Total amount.
Balance due on the 31st July, 1832	.....	.....	.....	.....	$3,660 72
During the month of August, do	.....	.....	$4,496 31¼	.....	4,496 31¼
do September, do	.....	.....	3,728 03¾	.....	3,728 03¾
do October do	.....	.....	5,856 29¼	.....	5,856 29¼
do November, do	.....	.....	6,138 97½	.....	6,138 97½
do December, do	.....	.....	2,349 97½	.....	2,349 97½
do January, 1833	$6 89	.....	1,453 12¾	$118 25	1,578 26¾
do February, do	7 03	.....	1,620 05	123 75	1,750 83
do March, do	.....	.....	1,483 30	.....	1,483 30
do April do	.....	.....	2,400 00	.....	2,400 00
do May do	.....	.....	3,697 00	17 25	3,714 25
do June do	.....	.....	4,107 00	409 40	4,516 40
do July do	.....	.....	3,241 90¼	108 47	3,350 37½
To the 6th of August, inclusive	.....	.....	833 43¾	16 00	849 43¾
Recapitulation	$13 92	.....	$41,405 41	$793 12	$45,889 17

Disbursements under specific heads. CR.

	Deposited in bank.	Salaries of receiver and register.	Commissions of receiver and register.	Incidental expenses.	Forfeited land stock.	Total amount paid over, and accounted for.
Cash deposited in Bank of U. S. at Pittsburgh, for quarter ending the 30th September, 1832.	$10,351 00	$250 00	$223 23	$78 93	.....	$10,903 16
Cash deposited in Bank of U. S. at Pittsburgh, for quarter ending the 31st December, 1832.	14,751 36	250 00	296 73	.....	$16 00	15,314 09
Cash deposited in Bank of U. S. at Pittsburgh, for quarter ending the 31st March, 1831	4,112 00	250 00	96 20	109 19	242 00	4,809 39
Cash deposited in Bank of U. S. at Pittsburgh, for quarter ending the 30th June, 1833	9,436 74	250 00	210 06	54 03	426 65	10,377 48
	$38,651 10	$1,000 00	$826 22	$242 15	$684 65	$41,404 12

Result:

Debit	$45,889 17
Credit	41,404 12
Amount which should be on hand	$4,485 05

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

Denomination of funds on hand, exhibited by Samuel Quimby, Esq., receiver of public moneys at Wooster, within the State of Ohio, at the receiver's office, to Isaac Cannell, examiner, on the 6th day of August, 1833.

Designation of banks.	Bank bills.					Specie.													Value of foreign coin.	Total amount.
	Of five dollars.	Of ten dollars.	Of twenty dollars.	Of fifty dollars.	Of one hundred dollars.	Eagles.	Half eagles.	Guineas.	Half guineas.	Doubloons.	Spanish dollars.	Mexican dollars.	Five franc pieces.	Half dollars.	Quarter of dollars.	Ten cent pieces.	Six cent pieces.	Cents.		
Western Reserve Bank	3	....	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	$15 00
Farmers' and Mechanics' Bank of Steubenville	114	....	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	570 00
Bank of Mount Pleasant	1	1	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	15 00
Belmont Bank of St. Clairsville	....	....	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	
Farmers' Bank of Canton	97	18	6	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	785 00
Lancaster, Ohio, Bank	1	2	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	25 00
Bank of Chillicothe	1	2	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	25 00
Franklin Bank of Columbus	14	2	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	90 00
Commercial Bank of Cincinnati	....	....	1	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	20 00
United States Bank and branches	2	4	....	....	2	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	270 00
Specie—5 franc pieces	....	....	....	....	....	....	....	....	....	....	....	....	1,442	.....	....	....	....	....	.....	
4 French crowns	....	....	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	at 93 cents	1,341 06
Spanish	....	....	....	....	....	....	....	....	....	....	161	....	.....	50	139	....	....	....	at 107 cents	4 28
Mexican	....	....	....	....	....	....	....	....	....	....	....	13	.....	.....	....	....	....	....	.....	220 75
American	....	....	....	....	....	....	....	....	....	....	....	....	.....	1,409	8	....	....	....	.....	13 00
Eastern Bank, Harrisburgh, $140 Bank of Pennsylvania 100 Bank of York, Pennsylvania, 20	....	....	....	....	....	....	....	....	....	....	....	....	.....	.....	....	....	....	....	.....	706 50
																				260 00
Forfeited land stock, act of 1828, certificate No. 5,638																				$3,460 59
Forfeited land stock, act of 1828, certificate No. 5,639																				15 55
Forfeited land stock, act of 1828, certificate No. 5,642																				8 90
Forfeited land stock, act of 1828, certificate No. 5,644																				78 92
Forfeited land stock, act of 1832, certificate No. 10,082																				16 00
																				5 50
																				$4,485 06

WASHINGTON CITY, *October* 24, 1833.

SIR: I have the honor to enclose the original extracts from the receiver's journal, taken and delivered to me, by himself, at Wapaukonnetta.

I have the honor to be, with great respect, your obedient servant,

ISAAC CANNELL.

Hon. R. B. TANEY, *Secretary of the Treasury, Washington.*

RECEIVER'S OFFICE, *Piqua, Ohio, August* 12, 1829.

CASH, DR. *To sales of public lands.*

1829.

52–53.—Aug. 12. For the sum of one hundred and five dollars and sixty-five cents, as per receipt No. 509, granted to Westley Cole, of Pickaway county, being in full for the east half of fractional section No. 2, township No. 8 south, range No. 6 east, containing $84\frac{52}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $105.65.

52–53.—Sept. 19. For the sum of one hundred and twenty-one dollars and seventy-four cents, as per receipt No. 516, granted to Andrew Stewart, of Mercer county, being in full for the southwest fraction of section No. 8, township No. 4 south, range No. 2 east, containing $97\frac{39}{100}$ acres, at the rate of one dollar and twenty-five cents per acre; $77.59, in forfeited land stock, certificate No. 1,638, issued at Chillicothe land office; and $44.15 in cash, $121.74.

52–53.—Oct. 20. For the sum of one hundred and six dollars and seventy-eight cents, as per receipt No. 519, granted to Andrew Clemmer, of Montgomery county, being in full for the west fraction of section No. 9, township No. 3 north, and range No. 2 east, containing $85\frac{42}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $106.78.

52–53.—Nov. 26. For the sum of ninety-five dollars and ninety-one cents, as per receipt No. 526, granted to John Plummer, of Williams county, being in full for the east fraction south half of section No. 20, township No. 5 north, range No. 4 east, containing $76\frac{73}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $95.91.

1830.

57–58.—June 15. For the sum of one hundred and fifty-eight dollars and eighteen cents, as per receipt No. 536, granted to Samuel Morecraft, of Clark county, being in full for the southeast fractional quarter of section No. 34, township No. 5 south, range No. 8 east, containing $126\frac{54}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $158.18.

57–58.—Aug. 26. For the sum of one hundred and sixteen dollars and twenty-six cents, as per receipt No. 543, granted to Benjamin Mendenhall, of Miami county, being in full for fractional section No. 15, township No. 8 south, range No. 4 east, containing $93\frac{01}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $116.26.

57–58.—Nov. 17. For the sum of twenty-six dollars and forty-four cents, as per receipt No. 556, granted to John Acres, of Williams county, being in full for southwest fraction of southeast quarter of section No. 20, township No. 5 north, range No. 4 east, containing $21\frac{15}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $26.44.

1831.

57–58.—Jan. 14. For the sum of one hundred and thirty dollars and forty-four cents, as per receipt No. 567, granted to James Aiken, of Montgomery county, being in full for the east half of northwest quarter of section No. 6, township No. 8 south, range No. 5 east, containing $104\frac{35}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $130.44.

57–58.—March 14. For the sum of seven dollars and thirty-four cents, as per receipt No. 571, granted to William Sarbee, of Franklin county, being in full for south fraction of south half of section No. 31, township No. 1 north, range No. 6 east, containing $5\frac{87}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $7.34.

62–63.—April 28. For the sum of one hundred and one dollars and eighty-seven cents, as per receipt No. 573, granted to Albert P. Wood, of Allen county, being in full for the east half of northwest quarter of section No. 7, township No. 3 south, range No. 7 east, containing $81\frac{50}{100}$ acres, at the rate of one dollar and fifty cents per acre, $101.87.

62–63.—May 14. For the sum of one hundred and fifteen dollars and sixty-two cents, as per receipt No. 557, granted to James L. Simes, of Clark county, being in full for the west half of southwest quarter of section No. 30, township No. 6 south, range No. 4 east, containing $92\frac{50}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $115.62.

62–63.—June 4. For the sum of one hundred and twenty-eight dollars and eighteen cents, as per receipt No. 582, granted to Jesse Haller, of Champaigne county, being in full for the southwest fraction of south half of section No. 15, township No. 4 north, range No. 4 east, containing $102\frac{54}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $128.18.

62–63.—Sept. 24. For the sum of one hundred and two dollars and thirteen cents, as per receipt No. 603, granted to John Henline, of Mercer county, being in full for the east half of the southwest quarter of section No. 6, township No. 5 south, range No. 3 east, containing $81\frac{79}{100}$ acres, at the rate of one dollar and twenty-five cents per acre; received $79.50 in forfeited land scrip, certificate No. 7,795, issued at Cincinnati, and $22.63 in cash, $102.13.

64–65.—Oct. 12. For the sum of ninety-six dollars and twenty-five cents, as per receipt No. 613, granted to William Scott, of Putnam county, being in full for the west fraction of the southwest quarter of section No. 11, township No. 1 north, range No. 5 east, containing 77 acres, or at the rate of one dollar and twenty-five cents per acre, $96.25.

64–65.—Dec. 26. For the sum of ninety-five dollars and thirty-nine cents, as per receipt No. 637, granted to Joseph Mendenhall, of Miami county, for the west half of southeast quarter of section No. 10, township No. 8 south, range No. 4 east, containing $76\frac{31}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $95.39.

1832.

67–68.—Jan. 2. For the sum of ninety-one dollars and forty-eight cents, as per receipt No. 641, granted to Jacob Rankin, of Fayette county, being in full for the southwest fraction of section No. 14, township No. 4 south, range No. 2 east, containing $73\frac{18}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $91.48.

67–68.—Feb. 29. For the sum of one hundred and thirty-three dollars and sixty-five cents, as per receipt No. 654, granted to Westley Cole, of Pickaway county, for the west half on fractional section No. 2, township No. 8 south, range No. 6 east, containing $106\frac{92}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $133.65.

67–68.—March 21. For the sum of seventy-three dollars and twenty-five cents, as per receipt No. 665, granted to William McDowell, of Mercer county, for the west half of southeast quarter of section No. 19, township No. 7 south, range No. 1 east, containing $58\frac{60}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $73.25.

85–94.—Dec. 25. For the sum of two thousand five hundred and forty-eight dollars, as per receipt No. 1,013, granted to Joseph Barnett and Peter Aughenbaugh, of Montgomery county, and Jonathan Kemper Wilds and James Booker Gardiner, of Warren county, for the south fraction of southwest quarter of section No. 29, township No. 5 south, range No. 6 east, containing $31\frac{85}{100}$ acres, at the rate of eighty dollars per acre,* $2,548.00

1833.

89–98.—Jan. 1. For the sum of fifty-eight dollars and thirteen cents, as per receipt No. 1,147, granted to Thomas Vincent Goddard, of Shelby county, for the northeast fraction of northeast quarter of section No. 35, township No. 5 south, range No. 5 east, containing $46\frac{50}{100}$ acres, at the rate of one dollar and twenty-five cents per acre, $58.13.

Aug. 10. For the sum of fifty dollars, as per receipt No. 1,807, granted to Jonathan Weston Milhollen, of Clark county, for the southeast quarter of southeast quarter of section No. 10, township No. 7 south, range No. 5 east, containing 40 acres, at the rate of one dollar and twenty-five cents per acre, $50.00.

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*The 31 acres, &c., of land on the Auglaise river, in Allen county, Ohio, on which the town of Wapaukonnetta is located, and a part of which belongs to the register and receiver, with a number of other valuable tracts about the town, although they are not entered in their name, as stated by Mr. James Booker Gardiner.

Sales of United States lands at Piqua and Wapaukonnetta, Ohio.

Date.	Receipt.	Names of purchasers.	Residence.	Tract purchased.	Town'p.	Range.	Acres. 100ths.	Rate.	Total am't.
1829. Aug. 12..	509	Westley Cole.....	Pickaway co., Ohio	E. ½ fractional section 2.....	8 S.	6 E.	84 52	$1 25	$105 65
Sept. 19..	516	Andrew Stewart.....	Mercer do	S. W. fraction of section 8	4 S.	2 E.	97 39	1 25	121 74
Oct. 20..	519	Andrew Clemmer	Montgomery do	West fraction of section 9.....	3 N.	2 E.	85 42	1 25	106 78
Nov. 26..	526	John Plummer.....	Williams do	E. fraction S. ½ of section 20.....	5 N.	4 E.	76 73	1 25	95 91
1830. June 15..	536	Samuel Morecraft.....	Clark do	S. E. fractional quarter of sec. 34	5 S.	8 E.	126 54	1 25	158 18
Aug. 26..	543	Benjamin Mendenhall.....	Miami do	Fractional section 15	8 S.	4 E.	93 01	1 25	116 26
Nov. 17..	556	John Acres.....	Williams do	S. W. frac. of S. E. ¼ of section 20	5 N.	4 E.	21 15	1 25	26 44
1831. Jan. 14..	567	James Aiken.....	Montgomery do	E. ½ N. W. quarter of section 6 ..	8 S.	5 E.	104 35	1 25	130 44
March 14..	571	William Sarbee	Franklin do	S. fraction S. ½ of section 31.....	1 N.	6 E.	5 87	1 25	7 34
April 28..	573	Albert G. Wood	Allen do	E. ½ N. W. quarter of section 7 ..	3 S.	7 E.	81 50	1 25	101 87
May 14..	577	James L. Simes.....	Clark do	W. ½ S. W. quarter of section 30	6 S.	4 E.	92 50	1 25	115 62
June 4..	582	Jesse Haller	Champaigne do	S. W. fraction S. ½ of section 15..	4 N.	4 E.	102 54	1 25	128 18
Sept. 24..	603	John Henline.....	Mercer do	E. ½ S. W. quarter of section 6...	5 S.	3 E.	81 70	1 25	102 13
Oct. 12..	613	William Scott	Putnam do	W. frac. S. W. quarter of sec. 11	1 N.	5 E.	77 00	1 25	96 25
Dec. 26..	637	Joseph Mendenhall	Miami do	W. ½ S. E. quarter of section 10..	8 S.	4 E.	76 31	1 25	95 39
1832. Jan. 2..	641	Jacob Rankin	Fayette do	S. W. fraction of section 14	4 S.	2 E.	73 18	1 25	91 48
Feb. 29..	654	Westley Cole.....	Pickaway do	W. ½ fractional section 2.....	8 S.	6 E.	106 92	1 25	133 65
March 21..	665	William McDowell.....	Mercer do	W. ½ S. E. quarter of section 19..	7 S.	1 E.	58 60	1 25	73 25
Dec. 25..	1,013	Joseph Barnett and Peter Aughenbaugh ..... / Jon. Kemper Wilds and James Booker Gardiner	Montgomery do / Warren do	S. frac. S. W. quar. of section 29..	5 S.	6 E.	31 85	80 00	2,548 00
1833. Jan. 1..	1,147	Thomas V. Goddard.....	Shelby do	N. E. frac. N. E. quar. of sec. 25..	5 S.	5 E.	46 50	1 25	58 13
Aug. 10..	1,807	Jonathan W. Milhollen....	Clark	S. E. quar. of S. E. quar. of sec. 10	7 S.	5 E.	40 00	1 25	50 00

WAPAUKONNETTA, *Ohio, August* 30, 1833.

SIR: I embrace a moment to report that I arrived in this town about 11 o'clock on Friday night, the 23d of August, after the most solitary, anxious, and fatiguing day I ever spent in a wilderness. I left Bucyrus on the afternoon of the 20th August, passing through the Wyandot reserve to Upper Sandusky, where I remained during the night; and from thence I proceeded to Bellefontaine, and through the wilderness to the ancient cabin village, called Waupau, located on the banks of the Auglaise river, after traveling about 105 miles from Bucyrus. The lands are rich and timber large, but nearly all sold near the river. On Saturday morning, the 24th of August, I entered upon duty, and continued my examinations, by endeavoring to assort and look over such books and papers as were presented by the receiver, so as to enable me, as far as possible, to ascertain the true balance that should be in his hands; and as he had not his books posted, nor his money assorted, it consumed much time to ascertain, correctly, the balance due the government. As this officer appeared exceedingly well disposed, and very politely offered every facility in my several examinations, I feel very sorry I cannot, conscientiously, report favorably as to the general appearance of his office. It cannot be kept neat, &c., as the receiver appeared to feel; and he expressed *much regret* that it was not what he wished it to be. He is compelled to keep his office in a small back log room, under the same roof with the register's office; and as this house belongs to the register, he reserves the best part for his own office. The gentlemen sleep together in an adjoining room very near the door that enters the receiver's office; so that the funds are as well guarded as they can be at present. There is not room to arrange his writing desk, or book-case, and the poor old box, or chest, made of oak, and his table. He has to keep his cash in this old unsafe box. Permit me to say that he should be directed to purchase a good iron chest for that purpose, as he is far removed from any bank. The small case is not very well calculated to keep his books and papers as they should be kept.

Both the register and receiver are most industriously engaged in building themselves good brick offices, and expect to have them completed in a few weeks, and then they will do all they can towards preparing immediately to remove their families to Wapaukonnetta; but their first plan is to prepare houses for the safety of the property belonging to the United States, committed to their care. They both appear to labor under very many disadvantages for the want of houses for workmen to live in. As soon as the present officers are removed to their new offices, they will then have more room, and they promise to keep them in complete order.

As to Col. Thomas B. Van Horne, he appears to understand his department well, being an old officer; and our friend, Mr. Skinner, promises to have a first rate clerk as soon as he gets in his new office, and keep everything in proper order. The book case, valued at twelve dollars, one table at two dollars, and the old box, at two dollars, except the books, are all the property belonging to the United States in the receiver's office; and Mr. S. reports that the indisposition of his present clerk has been the cause of his books not being posted. His journal is up to the 10th of August, his receipt book to the 21st of August, and his ledger posted up to the 12th of August. He further states the book in which the register of forfeited land stock and military bounty land scrip [is kept,] is entirely too small, and very indifferent; the register of scrip, as he states, should be kept in a well bound book. He informs me that the best lands in this district have been selected for canal purposes: there is scarcely a tract of value on the water, out of the reserves, that the State commissioners have not selected, and the great quantity of scrip offered considerably curtail the amount of cash that would otherwise be paid in cash. For the reasons given, hopes he may be excused respecting his books.

Col. Van Horne is certainly a man of business, although his books are not up. The entries in the register of certificates are made up to the 25th of July, 1833; in the journal, ledger, and sales' book, to the 24th July, 1833; the tract books are posted from day to day. They were opened, leaving eight spaces, or faint lines, to each section; and, as yet, the spaces have been sufficient; but in some instances, the register, anticipating a want of room, has placed some of the forty acre entries between the faint lines. The tract books were all opened at this office prior to the passage of the law authorizing the sale of quarter-quarter sections; and, consequently, eight spaces or faint lines only were left. The tract books commenced with section 1, township 1 south, range 1 east—the southwestern part of the district having been first surveyed, and offered at sale. He then appears to proceed in regular order with all the lands south of the base line, except the Indian reservations. He then goes on, section 1, township 1 north, range 1 east, in the regular order, north of the base line, except the Indian reservations. It appears, when the Wapaukonnetta, Hog Creek, and Lewistown reserves were offered for sale, the tract books were continued with the lowest section, township and range. The pre-emption privileges in favor of housekeepers have been attended to; and the register has a number of affidavits on file claiming pre-emption privileges to lands on the Auglaise river, and within five miles of it, which were suspended from sale in 1829. In the entries of forty acre lots, or quarter-quarter sections, the regulation has not been complied with; and the reason given by the register was, because there was not a magistrate within eight or ten miles since the office was removed to Wapaukonnetta in April last. Although this has been the case, the register appears to feel confident that in but one or two cases has any person entered more than two quarter-quarter sections, and were permitted to be entered with a full conviction that they were intended for cultivation, or for the use of improvement owned by the applicants, except a few Germans, who enter a number of forty acre lots, and who cannot be made to understand; and those are generally situated near them, and are wanted for firewood and building timber. In some cases the register has taken the liberty to administer the oath when no judicial opinion could be obtained. Every sale, as far back as I examined, at this office, has been entered on the township plats, with the word "sold" only, [and on] the tract books, sales' book, register of certificates, journal, and ledger, except one or two that were, in the hurry of business, neglected to be marked, and were necessarily withdrawn; and one of the cases the register expects to be under the necessity of reporting to your honor, unless a compromise between the parties can be effected. The township plats, as you may recollect, are on very thin, spongy, weak paper. They have been bound together in one volume very long before there were any directions to that effect. The register informs me that when you were at Piqua as an examiner, that you promised to recommend the preparation of an entire new set; and, under that expectation, he neglected, until this summer, to paste muslin to them. Some few had been torn, but not to injure them materially when the cotton was attached to them. The weather being damp and rainy, many of the plats became very much spotted from their dampness: the result is, that many are defaced, and will certainly require to be renewed. A new set of plats are necessary for this office, as there is much vacant land to be entered

in this district as yet. The other books of the office are well bound, in good order, and are entirely sufficient for the office. The papers, with a few exceptions, are filed, numbered or labeled, and are kept under a lock and key in the office desk. The register has not furnished a list of unsold fractions to the surveyor general in this district liable to be divided. He informs me that the fractions on Hog creek and Blanched river were generally selected under the direction of the governor of Ohio in 1829. The fractions on the Auglaise river were suspended from sale in 1829, no provision having been made by the State of Ohio for the division of fractions; and as it was not known what part of those lands would be designated for the United States; it was expected that the lands on the Maumee river would also be suspended from sale for the same reason: and the register further informs me that it was well known to him that the surveyor general was much pressed, and unable to make the divisions; and further, there being no complaints as he knew of, (only one or two applications having been made for a division,) and as the water courses are considered the most desirable lands in the district, and as the purchasers have been willing to enter them as they were originally laid off, the register considered it not very important or essential; and further states, that those divisions would cost a large sum, and, when done, would rather retard than facilitate the sale of public lands. Those are his reasons given for his not performing his duty in that respect, but promises to attend to the order very shortly. How far his reasons may bear the test, it is with you or the honorable Secretary of the Treasury to judge. In answer to my particular inquiries, why their families did not reside at Wapaukonnetta, &c., your honor will find the reasons given in their joint letter, which I have enclosed. In my hurried report from Bucyrus, I neglected to enclose a receipt for $100, which you will now find enclosed with this report.

I have the honor to be, sir, your most obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices of Ohio.*

The Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City.*

The furniture belonging to the United States in the register's office in this place, exclusive of books, &c., are as follows, viz:

1 large desk, valued at $18

1 book-case, valued at 12=$30.

Long since I left Wapaukonnetta, I have received information, evidently from very *high authority*, and from a source which I cannot *doubt* for a moment its correctness, that the following practices prevail with the officers of the land offices at Wapaukonnetta, Ohio. When either of those gentlemen are absent upon a visit to their families, which is the case alternately, one will do the duty of both. As the law designs that each officer *should be a check* on the other, it is manifestly improper that either should transact the business of the other. That both the register and receiver are concerned in land speculations and have made many purchases and *sales*. *It is reported to me* that the register has made purchases in the name of his son, which have been subsequently transferred from the son to the father. I have also been informed that the tracts reserved from sale have been sold by the receiver, while acting in the absence of the register, and he has also permitted more than two tracts of forty acres each to be entered by the same person while doing *duty* for the register. The register has also acted as auctioneer at the public sales in December, 1832, and struck off lands to himself. He has acted in the triple capacity of auctioneer, register, and receiver, at a sale of several reserved tracts in June last. I have also been informed that it is a matter of general report and notoriety that lands are reserved from sale by the register, even after applied for, and afterwards purchased by the receiver and himself in partnership. This impression has been so strong in the public mind, that persons designing to purchase have been afraid to examine the books of the offices, or make known the number of the section in which they wished to enter. The register holds the office of register of the canal lands for Ohio, and acts alternately in both. The Ohio office is supposed to be worth about a thousand dollars. The receiver has some very valuable property in the beautiful and improving town of Dayton, and also in and about the village of Wapaukonnetta.

All respectfully submitted,

ISAAC CANNELL, *Examiner of the Land Offices.*

LAND OFFICE, *Wapaukonnetta, Ohio, August* 27, 1833.

SIR: In answer to your inquiries, why the families of the land officers are not residing at this place, we state, that the land on which the town of Wapaukonnetta is situated was not purchased until December last; that a sale of lots did not take place until late in March; that there were *not*, at that time, but three or four houses in the place that were tenantable, and when the land offices were removed the first of April, they were all occupied, and it was with some difficulty we could be accommodated with office room. We have *each* since purchased lots, on which there are log houses, which we are at this time fitting up for the accommodation of our families. We have materials ready, and contracts made to build brick offices, and expect to remove our families here in October next. Although our families have not been here, we have constantly given our personal attention to the offices, except when called to our families when sick, and the necessary absence of the receiver in making his deposits. Having been requested to state the circumstances under which General Taylor's scrip was deposited, and land marked and received for him, I state that, on the 11th day of April, 1833, Henry Hendrickson, the agent of James Taylor, called at this office, and applied for a number of tracts of land, amounting, at $1.25 per acre, to $1,412.35, and rendered in payment thereof scrip to about the same amount, which appeared to have been regularly issued at the Treasury Department, but was not assigned; for the want of which he was told it could not be received in payment of land. He produced a letter from Gen. Taylor, stating that he wished his agent to select and apply for land to the amount of the scrip; that he would, in a short time, come to the office; and if there was any informality in the scrip that would prevent it from being received, that he would then be prepared to perfect it, and requested as a favor that the land might be marked and withheld from sale until he should arrive. Being always willing to accommodate purchasers of the public lands as far as practicable, and perhaps further sometimes than proper, his request was complied with; a special application for the tracts made out and filed, and a receipt for the scrip given to Mr. Hendrickson by the register. Shortly after we were enjoined by the court of common pleas of Allen county not to sell the lands thus applied for. A printed copy of the mandate of the court was a short time since forwarded to Judge Hayward.

THOMAS B. VAN HORNE.
ROBERT J. SKINNER.

ISAAC CANNELL, Esq.

List of public lands entered at Wapaukonnetta, Ohio.

Date.	Purchaser.	Tract.	Sec.	Township.	R'ge.	Acres.	Rate.	Amount.	No. of certificate.
Pub. sale.									
1832. Dec. 24 ..	Jos. Barnett	E. pt. N. E. ¼ ..	2	4 S.	6 E.	78.67	$1 31	$103 06	939
do	do	W. pt. N. E. ¼..	..	....	....	79.85	1 25	99 81	940
do	do	N. W. ¼	..	....	....	163.24	1 25	204 05	941
do	do	E. ½ S. E. ¼.....	..	....	....	80.00	2 55	204 00	942
do	do	W. ½ S. W. ¼....	..	....	....	80.00	1 75	140 00	943
do	do	E. ½ S. W. ¼....	10	4 S.	6 E.	80.00	1 50	120 00	949
do	do	W. ½ S. W. ¼....	..	....	....	80.00	1 25	100 00	950
do	do	E. ½ S. W. ¼....	11	4 S.	6 E.	80.00	1 25	100 00	954
do	do	W. ½ S. W. ¼....	..	....	....	80.00	3 10	248 00	955
do	do	E. ½ S. W. ¼....	15	4 S.	6 E.	80.00	2 00	160 00	962
						881.76		$1,480 72	
Dec. 24 ..	J. B. Gardiner	E. ½ S. W. ¼....	2	4 S.	6 E.	80.00	1 50	$120 00	944
do	do	W. ½ S. W. ¼....	..	....	....	80.00	1 26	100 80	945
1832. Dec. 26 ..	do	S. E. fraction...	30	5 S.	6 E.	7.64	3 87½	29 61	1,014
do	do	S. fraction	..	....	....	12.18	1 85	22 53	1,015
do	do	N. E. f. N. W. ¼	31	5 S.	6 E.	35.86	1 75	62 76	1,019
						215.68		$335 70	
1832. Dec. 24 ..	Jno. K. Wilds.....	E. ½ N. W. ¼....	11	4 S.	6 E.	80.00	2 59	$207 20	952
do	do	W. ½ N. W. ¼...	..	....	....	80.00	2 36	188 80	953
do	do	N. E. f. N. E. ¼	31	5 S.	6 E.	39.60	1 35	53 46	1,017
do	do	N. W. f. N. E. ¼	..	....	....	38.28	2 30	88 04	1,013
						237.88		$537 50	
1832. Dec. 25 ..	Jos. Barnett	.....	..	....	....	.....	.....	.....	
do	P. Aughenbaugh ...	S. W. f. S. E. ¼	29	5 S.	6 E.	42.00	12 25	$514 50	1,009
do	J. B. Gardiner	N. W. f. S. E. ¼	..	....	....	58.21	3 00	174 63	1,010
do	Jno. K. Wilds.....	N. E. f. S. W. ¼	..	....	....	60.80	8 12½	487 50	1,011
do	do	N. W. f. S. W. ¼	..	....	....	60.00	5 75	345 00	1,012
Dec. 26 ..	do	S. frac. S. W. ¼	..	....	....	31.85	80 00	2,548 00	1,013
	do	N. E. ¼.....	32	5 S.	6 E.	166.00	1 25	200 00	1,025
						412.06		$4,269 63	

GENERAL LAND OFFICE, *October* 25, 1833.

W. S. SMITH, *Accountant.*

List of tracts of public lands entered at Piqua and Wapaukonnetta, by the register and receiver.

Date.	Purchase.	Tract.	Sec.	Township.	R'ge.	Contents.	Rate.	Purchase money.	No. of certific'e.
						A'rs. Hdhs.			
1832. April 21	Wm. Alex. Van Horne	W. ¼ S. W. ¼	1	5 S.	2 E.	80.00	$1 25	$100 00	679
1833. Jan. 23	do	N. E. ¼.....	8	6 S.	6 E.	160.00	1 25	200 00	1,223
Mar. 11	do	S. E. of N. E. ¼ ...	29	5 S.	6 E.	39.10	1 25	48 88	1,313
April 10	do	E. ½ N. E. ¼.....	6	6 S.	6 E.	79.63	1 25	99 54	1,391
do	do	W. ¼ N. W. ¼	5	6 S.	6 E.	79.88	1 25	99 85	1,392
do	do	S. E. ¼ of N. E. ¼.	25	5 S.	5 E.	62.60	1 25	78 25	1,393
May 27	do	S. E. f'n of N. ½ ..	20	4 N.	5 E.	121.44	1 25	151 80	1,595
June 6	do	E. ½ N. W. ¼	5	6 S.	6 E.	80.06	1 25	100 08	1,642
						702.71		$878 40	
1832. Dec. 25	Rob't Jones Skinner ..	E. ½ N. E. ¼	28	4 S.	6 E.	80.00	3 45	$276 00	975
do	do	W. ½ N. E. ¼.....	28	4 S.	6 E.	80.00	1 31	104 80	976
do	do	E. ½ S. E. ¼	31	5 S.	7 E.	80.00	2 05	164 00	988
do	do	W. ½ S. E. ¼.....	31	5 S.	7 E.	80.00	1 25	100 00	989
do	do	W. ½ S. W. ¼.....	14	5 S.	6 E.	80.00	1 45	116 00	995
do	do	E. ¼ S. E. ¼.....	15	5 S.	6 E.	80.00	1 52½	122 00	996
do	do	W. ¼ S. W. ¼	21	5 S.	6 E.	80.00	1 25	100 00	999
do	do	E. ¼ S. E. ¼	24	5 S.	6 E.	80.00	1 37½	110 00	1,004
do	do	W. ¼ N. E. ¼.....	25	5 S.	6 E.	80.00	1 27½	102 00	1,007
Dec. 26	do	S. E. fr. N. W. ¼..	31	5 S.	6 E.	38.50	1 50	57 75	1,021
do	do	E. ¼ N. W. ¼.....	33	5 S.	6 E.	80.00	1 25	100 00	1,027
do	do	N. E. fr. S. W. ¼..	2	5 S.	5 E.	31.62	1 75	55 34	1,031
do	do	S. E. fr. S. W. ¼..	2	5 S.	5 E.	45.90	1 50	68 85	1,032
do	do	S. W. fr. N. W ¼..	25	5 S.	5 E.	37.22	1 47½	54 90	1,050
do	do	N. E. fr. N. E. ¼..	36	5 S.	5 E.	20.76	1 65	34 25	1,059
Dec. 25	do	E. part N. W. ¼...	5	6 E.	7 E.	36.47	1 25	108 09	1,063
1833. Jan. 2	do	E. fraction of	30	5 E.	6 E.	21.05	1 30	27 37	1,142
						1,081.52		$1,701 35	
1833. Feb. 20	Skinner and Van Horne	S. E. ¼.....	31	5 E.	6 E.	160.00	1 25	$200 00	1,277
April 6	do	E. ½ S. W. ¼.....	31	5 E.	6 E.	80.00	1 25	100 00	1,380
do	do	E. ½ S. E. ¼.....	32	5 E.	6 E.	80.00	1 25	100 00	1,381
July 22	do	W. ½ S. W. ¼.....	12	5 E.	6 E.	80.00	1 25	100 00	1,759
						400.00		$500 00	
1833. Jan. 2	Thos. Budd Van Horne	N. W. fr. N. E. ¼..	36	5 E.	5 E.	34.07	1 70	$57 91	1,061
Jan. 27	do	W. ½ S. W. ¼	5	6 E.	6 E.	80.00	1 25	100 00	1,073
do	do	E. ½ S. E. ¼.....	6	6 E.	6 E.	80.00	1 42	113 60	1,074
do	do	E. ½ N. E. ¼.....	7	6 E.	6 E.	80.00	1 49	119 20	1,075
do	do	W. ¼ N. W. ¼.....	8	6 E.	6 E.	80.00	2 50	200 00	1,077
						354.07		$590 71	

GENERAL LAND OFFICE, *October* 22, 1832.

Examiner's report, commencing on the 24th day of August, 1833, and ending on the 26th day of August, 1833.

ROBERT J. SKINNER, receiver of public moneys at Wapaukonnetta, within the State of Ohio, in account with the United States.

DR. *Receipts under specific heads.*

	Cash under credit system.	Forfeited land stock under credit system.	Cash under cash system.	Forfeited land stock under cash system.	Total amount.
Balance due on the 31st July, 1832					$933 35
During the month of August, 1832			$3,548 78	$464 07	4,012 85
do September, 1832			6,104 47	400 00	6,504 47
do October, 1832			7,378 30	79 76	7,458 08
do November, 1832			4,139 01	79 50	4,218 51
do December, 1832			24,562 68	4,099 00	28,661 68
do January, 1833			9,274 65	1,838 15	11,112 80
do February, 1833			5,097 28	800 00	5,897 28
do March, 1833			6,412 83	1,800 00	8,212 83
do April, 1833			9,280 50	3,625 00	12,905 50
do May, 1833			11,844 25	8,000 00	19,844 25
do June, 1833			5,653 57	3,990 35	9,643 92
do July, 1833			3,072 83	5,615 74	8,688 67
To the 26th of August, inclusive			3,024 69	4,304 24	7,328 95
Recapitulation					$135,423 12

Disbursements under specific heads. CR.

	Deposited in bank.	Salaries of receiver and register.	Commissions of receiver and register.	Incidental expenses.	Forfeited land stock.	Total amount paid over and accounted for.
Cash deposited in Bank of United States, at Cincinnati, for quarter ending the 30th of September, 1832	$8,300 00	$250 00	$208 35	$282 30	$864 07	$9,904 72
Cash deposited in Bank of United States, at Cincinnati, for quarter ending the 31st of December, 1832	38,800 00	250 00	840 84	444 31	4,258 26	44,593 41
Cash deposited in Bank of United States, at Cincinnati, for quarter ending the 31st of March, 1833	18,200 00	250 00	505 00	364 15	4,438 15	23,757 30
Cash deposited in Bank of United States, at Cincinnati, for quarter ending the 30th of June, 1833	24,200 00	250 00	838 93	306 08	15,615 35	41,208 36
	$89,500 00	$1,000 00	$2,393 12	$1,396 84	$25,175 83	$119,463 79

Result:

Debit	$135,423 12
Credit	119,463 79
Amount which should be on hand	$15,959 33

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

Denomination of funds on hand, exhibited by Robert J. Skinner, Esq., receiver of public moneys at Wapaukonnetta, within the State of Ohio, at receiver's office, to Isaac Cannell, examiner, on the 26th day of August, 1833.

Designation of banks.	Bank bills.					Specie.												Value of foreign coin.	Total amount.
	Of five dollars.	Of ten dollars.	Of twenty dollars.	Of fifty dollars.	Of one hundred dollars.	Eagles.	Half eagles.	Guineas.	Half guineas.	Doubloons.	Spanish dollars.	Mexican dollars.	Five franc pieces.	Half dollars.	Quarter dollars.	Ten cent pieces.	Six cent pieces.	Cents.	
Commercial Bank of Cincinnati	3	1	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	$65 00
Franklin Bank of Cincinnati	2	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	30 00
Western Reserve of Cincinnati	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	5 00
Farmers' Bank of Steubenville	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	5 00
Dayton Manufacturing Company	8	16	19	26	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,880 00
Urbana Bank	23	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	115 00
Lancaster, Ohio, Bank,	36	30	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	480 00
Franklin Bank of Columbus	24	36	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	480 00
Farmers' Bank of Canton	3	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	15 00
Bank of Chillicothe	15	14	....	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	265 00
Muskingum Bank	8	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	40 00
Marietta Bank	1	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	15 00
United States Bank and branches	8	25	14	2	....	....	....	....	....	....	....	....	....	....	....	....	....	....	670 00
Eastern and other funds	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	501 00
Checks on the United States Bank at Cincinnati	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	89 27
Checks on the United States Bank at Cincinnati	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	99 40
Specie	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,096 85
Five franc pieces	....	....	....	....	....	....	....	....	....	....	....	....	5	....	....	....	....	....	at 93 cents each 4 65
Forty-two certificates of revolutionary bounty land scrip	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	at $100 each.... 4,200 00
One certificate of revolutionary bounty land scrip	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	25 00
One certificate of revolutionary bounty land scrip	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	79 26
Scrip and stock transmitted to the Commissioner of the General Land Office, July, 1833	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	5,615 74
																			$15,776 17

STEUBENVILLE, *Ohio, August* 2, 1833.

SIR: I have the honor to inform you that I arrived at this place on Tuesday evening, the 30th of July, 1833, from Wheeling, Virginia, twenty-three miles below, and on the 31st proceeded to the examination of the land offices located here, and continued my examination until this day, and shall leave for Wooster on Saturday, the 3d of August; and I find, after a full, thorough, and satisfactory examination of all the books, plats, and other papers connected with the register's office, I have the pleasure to inform you that they are all in complete order, the books posted up to the 31st of July, 1833. But, strange as it may appear, not one acre of public land has been sold during the last month. I have full confidence, and every reason to believe, Mr. Hoge is a faithful and valuable public officer. A large pine book-case is all the furniture in this office belonging to the United States. I regret exceedingly that I do not find the receiver's office in as good order. Mr. Veirs, being in bad health, is at the Bedford Springs, and is not expected to return until the last of August; therefore I feel a delicacy in going into a full examination of the books, papers, &c., without his being present. I shall feel it a duty to call at his office on my return to Washington city. Should the Secretary of the Treasury wish to give any further instructions, his or your letter will find me at Bucyrus, Ohio, on the 15th of August. With my best respects to the Hon. W. J. Duane and Mr. Moore,

I have the honor to be, with great respect, sir, your obedient servant,

ISAAC CANNELL,
Examiner of the Land Offices in the State of Ohio.

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office, at Washington.*

MARIETTA, *Ohio, September* 20, 1833.

SIR: I have the honor to inform you that I arrived in this place on the 17th of this month, after traveling about 140 miles from Chillicothe, and proceeded the next morning to the examination of the land office located in this town; but I was sorry to find Mr. Skinner, the receiver, from home, and his return not expected for two weeks; but in looking over the books and papers which are left in the care of Mr. Thomas, a worthy, intelligent man, who immediately afforded me every facility in his power in my examination of the office, and although I do not feel myself at liberty to state the true balance that should be in his hands as receiver of the United States, yet I have every reason to believe that he is a correct officer, as I find his books posted up to the very day he left home, and what money he had received he sent to Cincinnati by his confidential clerk, to deposit in the Branch Bank of the United States, except about $1,500 in specie, which remain on deposit in the bank of this place, until the water should raise in the Ohio. His office, with his family, will be removed to the east side of the Muskingum shortly, as it will be more convenient to the register's office. The property belonging to the United States in this office, as far as I could learn, is as follows, to wit: One convenient secretary and case, large and well made, valued at $30. If there should be any other property except the books and papers, Mr. Thomas could not take the liberty to say.

I then called on the venerable Judge Wood, one of the first pioneers of the west, and the present register of the land office at Marietta, where I found every book posted up to the day of my arrival. He appeared to have a perfect recollection of nearly all the events that have occurred in this part of the country for the past forty-eight years. He settled near this place when quite a young man, from New Jersey, and was very early appointed a surveyor in Ohio, and appears to be well acquainted with every section, township, and range within the district. The township plats, although very old, have been kept well, pasted on good cotton canvas, and have every sale, with the purchaser's name, marked thereon. He has written to the surveyor general respecting the subdivision of fractions, as instructed, but at the same time he believes that it is not necessary for this district. The general instructions addressed to this office have been complied with. The tract book begins with the lowest number of range, township, and section in district, and proceeds regularly to the highest, commencing with the first and ending with the fifteenth range of township, with a space of eight lines between sections, and a suitable number for the fractions. There will be but few cases wherein the spaces will not be sufficient for all the entries that are likely to be made in this district. The mode pursued by the register in making his entries: He first inserts the name of the purchaser on the map or plat book; he then makes the entry (after a return of the application with the receiver's receipt) in the tract book, journal, ledger, register of certificates, and lastly makes out the final certificate. The instructions of the 8th of May, 1832, I believe have been literally complied with by the venerable old gentleman. His papers are labeled, filed, and safely deposited in his book-case. The quantity of land unsold in this district he has ascertained to be about 330,000 acres; it is very hilly and some broken, but reported to be good for small grain. The property belonging to the United States in the register's office in this place is as follows, viz., except the books and papers: One table, valued at $3, two large book-cases, valued at $15 ($18). A very large new tract book has been sent to this office from Washington, which they have no use for. It had better be ordered to some other office.

I have the honor to be, sir, your most obedient humble servant,

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

The Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City.*

CHILLICOTHE, *Ohio, September* 14, 1833.

SIR: I have the honor to inform you that I left Cincinnati on the morning of the 9th inst., and by traveling nearly all night, I arrived at this town on Tuesday, the 10th, to breakfast, and went immediately to examine the books and papers of the receiver's office. Not finding Mr. Ingham at the office, I inquired of his worthy and experienced clerk for him, who informed me that he was very much indis-

posed in the country; that he resided on his farm six or seven miles from town, but would immediately send for him. I found Mr. Samuel Tagart, his clerk, intelligent, and well acquainted with all the business of his office; begged him not to do so, as I could look over, and, with his assistance, could examine the books and papers, vouchers, &c., and ascertain the true balance that should be in his hands without Mr. Ingham. However, the next morning he came in town, and satisfied me that the amount, as previously ascertained by myself, with the assistance of Mr. T. before his arrival, was nearly all deposited in bank for safe keeping until the end of the quarter, in the kind of money as mentioned in the enclosed. He presented a certificate of the fact from the cashier. The books are well kept in a legible handwriting, and everything about the office remarkably neat, and I consider Mr. Tagart a first-rate and particular clerk. Every reasonable facility afforded to enable me to discharge my duty.

A small book-case, valued at seven dollars, is all the property in this office belonging to the United States, except the books, &c. One ledger and one new journal will be wanted under the cash system, as soon as convenient, and also one scrip and stock book.

I called on Thomas Scott, Esq., next, and examined his books as register of the land office. The standing of Mr. S. as a gentleman of business, you know much better than I do. It appears, after looking over, that the entries in the register of certificates are all up to the first instant, and also those in the journal have been posted into the ledger up to the first of July last.

There appears to be two tract books kept in this office: the first contains a list of those lands which had not been applied for, when the act establishing the present cash system went into operation. This book has been made out or opened numerically, beginning with the lowest range in the district, as originally laid out, first section and first township in that range. The military lands in the 12th, 13th, 14th, and 15th range of townships subject to sale at this office are entered at the end of that tract book, when no part of a section had been sold previous to the making out of said tract book; eight blank faint lines and spaces were left, corresponding with the legal subdivision of a section under the act, but were a part of a section, and had been previously sold as were necessary to designate the legal subdivisions of those parts of the section remaining unsold. The blank spaces left are sufficient for all the entries of the sales at this office. The other tract book containing the legal subdivisions of the tracts that have been relinquished, and which have reverted, are entered on the tract book in the same regular order as on that first named. But all those tracts which have either been relinquished or reverted since, have been entered without regard to their progressive number, as stated above. Mr. Scott has complied with the instructions to registers contained in the circular to the surveyor general of the 8th of May, 1832, and the one dated 29th May, (15th April,) 1830, except what is herein noticed. It appears the register sold one quarter fractional section before its division by the surveyor general, without adverting to the fact that such a division was necessary. He has entered each sale as made on the corrected plat or map of the district, and then on the tract book until it run out. The reason given why he has not entered the sales on the plat books, is, that the plats and descriptions were not completed by the surveyor general, and the maps or plats are not bound. The register received an order from you on the surveyor general for the completion: he immediately applied, as ordered, without effect. The register has urged, as he informs me, the great necessity of having those plats and descriptions, and the legal subdivisions of fractional sections, as required by the late law; but without effect. As soon as he can obtain from the surveyor general complete plats, they shall be well bound in convenient volumes in the manner directed. The lines and figures on the maps of the district, by long and constant usage, have become so dimmed as to be scarcely legible: these lines and figures require to be retouched. The bindings of the tract books are giving way; they want repairing. Two or three rows of pigeon holes ought to be placed on the top of the paper case, and sliding doors made for the case: draws are wanting to preserve the abstracts of relinquishments. All those things are necessary to preserve the papers and books from the dust. Certificate of further credit, &c., perfectly safe. The cost would be but a trifle. The cases want a pair of hinges and seven locks; also a letter book is wanting. I think it very necessary to keep the books and papers clean.

All the furniture belonging to the United States in this office are two book-cases, valued at twenty dollars for the two, and paper case valued at fourteen dollars; amounting to thirty-four dollars. This last-mentioned case is without doors.

The register supposes that the United States has about eight hundred and fifty thousand acres of land remaining unsold in this district. The record books are generally well bound in good strong binding, (except the tract books, as mentioned,) and the papers are filed, labeled, and placed in the case. The books are generally correct. I was particular in my examination, by comparing my extracts from the books at the receiver's office, with the register's books and entries, and found them correct, and no mistake, as I could discover. Mr. Scott resides at the office, and gives the business his personal attention.

I have the honor to be, sir, your obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

The Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City.*

Examiner's report, commencing on the 10th day of Sept., 1833, and ending on the 12th day of Sept., 1833.

ISAIAH INGHAM, receiver of public moneys at Chillicothe, within the State of Ohio, in account with the United States.

DR. *Receipts under specific heads.*

	Cash under credit system.	Forfeited land stock under credit system.	Cash under cash system.	Forfeited land stock and military land scrip, under cash system.	Total amount.
Balance due the 31st July, 1832	.....	.....	.....	.....	$4,590 43
During the month of August, 1832	.....	.....	$3,962 85	$358 31	4,321 16
do September, 1832	.....	.....	3,416 17	1,740 61	5,156 78
do October, 1832	.....	.....	7,105 00	3,221 43	10,326 43
do November, 1832	.....	.....	4,682 91	1,103 57	5,786 48
do December, 1832	.....	.....	1,783 08	3,157 65	4,940 73
do January, 1833.	.....	.....	1,741 05	5,301 59	7,042 64
do February, 1833	.....	.....	1,403 04	2,900 00	4,303 04
do March, 1833.	.....	.....	1,236 76	2,541 99	3,778 75
do April, 1833	.....	.....	1,471 77	3,554 31	5,026 08
do May, 1833	.....	.....	841 58	935 02	1,776 60
do June, 1833	.....	.....	1,115 45	4,604 47	5,719 92
do July, 1833.	.....	.....	1,333 38	3,606 60	4,939 98
do August, 1833	.....	.....	655 41	3,558 33	4,213 74
To the 11th September, inclusive	.....	.....	272 49	1,132 08	1,404 57
					$73,327 33

Disbursements under specific heads. CR.

	Deposited in bank.	Salaries of receivers and registers.	Commissions of receivers and registers.	Incidental expenses.	Forfeited land stock and military land scrip.	Refunded for erroneous entries.	Total amount paid over and accounted for.
Cash deposited in Bank of United States, at Cincinnati, for quarter ending September 30, 1832	$10,000	$250 00	$266 15	$464 12	$2,098 92	$103 71	$13,182 90
Cash deposited in Bank of United States, at Cincinnati, for quarter ending December 31, 1832	13,100	250 00	425 99	65 04	7,482 65	222 85	21,546 53
Cash deposited in Bank of United States, at Cincinnati, for quarter ending March 31, 1833	3,900	250 00	303 66	45 10	10,743 58	.....	15,242 34
Cash deposited in Bank of United States, at Cincinnati, for quarter ending June 30, 1833	2,500	250 00	246 57	45 37	9,093 80	.....	12,135 74
							$62,107 51

Debit	$73,327 33
Credit	62,107 51
Amount which should be on hand	$11,219 82

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

Denomination of funds on hand, exhibited by Isaiah Ingham, receiver of public moneys at Chillicothe, within the State of Ohio, at the receiver's office, to Isaac Cannell, examiner, on the 12th day of September, 1833.

Designation of banks.	Bank bills.					Specie.														Total amount.
	Of five dollars.	Of ten dollars.	Of twenty dollars.	Of fifty dollars.	Of 100 dollars.	Eagles.	Half eagles.	Guineas.	Half guineas.	Doubloons.	Spanish dollars.	Mexican dollars.	Five franc pieces.	Half dollars.	Quarter dollars.	Ten cent pieces.	Six cent pieces.	Cents.	Value of foreign coins.	
Bank of Chillicothe	19	64																		$735 00
Bank of Zanesville	1	10																		105 00
Commercial Bank of Cincinnati	5	1																		35 00
Franklin Bank of Columbus	4	76																		780 00
Lancaster, Ohio, Bank	11	59																		645 00
Western Reserve Bank		35																		350 00
U. S. Bank, and branches		5	1																	70 00
Specie											8			368				6		192 06

Revolutionary bounty land scrip, 9 certificates, $100 each, amounting to	900 00
Revolutionary bounty land scrip, 1 certificate, $50, amounting to	50 00
Revolutionary bounty land scrip, 2 certificates, $66.66⅔ each, amounting to	133 33⅓
Revolutionary bounty land scrip, 1 certificate, $33.33⅓, amounting to	33 33⅓
Revolutionary bounty land scrip, 1 certificate, $15-41⅔, amounting to	15 41⅔
Incidental expenses for the month of July, 1833	10 75
Amount of forfeited land stock and military land scrip transmitted to the General Land Office, with the returns for July and August, 1833	7,164 93
The amount due, as per other side	$11,219 82

For ISAIAH INGHAM,
SAMUEL TAGART.

CINCINNATI, *Ohio, September* 9, 1833.

SIR: I have the honor to report that I left Wapaukonnetta on Thursday evening late, on the 30th of August, and arrived in this improving city on Tuesday evening, the 3d of September, 1833, after traveling from Wapaukonnetta, one hundred and thirty-four miles, through the great and rich Miami country; and on the 4th of September, 1833, entered upon duty by first calling on the receiver for an exhibit of the whole amount of cash on hand belonging to the United States; and as money was deposited in the Branch Bank of the United States, in this he had only to present a certificate from the cashier for the amount of the true balance that appeared, and was previously ascertained to be in his hands to the examination, as per statement enclosed. This gentleman is intelligent, and appeared to have the interest of the administration and the faithful discharge of duty in the several departments of the general government much at heart. His books were nearly posted, and, after examining and comparing the entries through the multiplicity of books in this office, I found them correct. Mr. Neville, the receiver, was exceedingly polite, assisted and afforded every facility in his power to enable me to look over, and to give a thorough examination of the books and papers in the office; and I take much pleasure to report that I found them well bound, and the papers filed, labeled, and placed in cases prepared for the purpose, and kept from the dust. The property belonging to the United States in this office is as follows, viz:

One large iron chest, valued at	$120
And four book and paper cases	36
	156

I then called at the register's office to ascertain to what period the entries were made up. I found Mr. Symmes well informed in every respect as an officer of the government; communicated his views with great facility and clearness; and he has a first-rate clerk to assist him in the office. He immediately and politely offered to give me every information that I might want. In the first place he exhibited his books of plats, which are not bound, nor complete, although he has from time to time requested the surveyor general to make them complete. He has always marked the sales on the *old* old maps belonging to the office, which have always been used in this for that purpose, instead of the township plats, as the latter never have been complete, and are not bound in books, as I before mentioned, as prescribed. The plats and field notes in this office are duplicates merely of the original surveys, (by two miles, Blacks, &c.,) and do not agree with the present records of the surveyor general as stated to me by the register. What is to be done in such a case? The sales have all, as far as I have examined, been duly entered and marked on the tract book and the *old* old maps. The entries have been in the register of certificates made up to the 6th of September, 1833, and in the journal to the 26th of September, 1832. A delay for want of a new journal ledger up to February, 1832, and sales' book wanted, unless discontinued. The books are generally in good condition, and the writing executed by Mr. Bowers, his clerk, is remarkably neat and legible. The official papers are neatly filed, labeled, and safely arranged in the drawers and open cases provided by the register for the time being. Mr. Symmes informs me that he submitted a plan to your honor some time ago for a set of cases, portable in the event of fire, when several were executed for the use of the receiver's office, but the person declined furnishing any for this office at the same price. Six such cases will be wanted for the multiplicity of old books, papers, and maps, &c., in this office. As the present furniture, except the books, &c., is all private property, it would be much better to direct the necessary cases to be made as soon as possible. The blank spaces in the tract book have, as yet, been found sufficient in this district. The old general maps are very much worn out. The quantity of land vacant in this district, exclusive of the school reserves and canal lands, is supposed to be about 400,000 acres, of which there are about 250 acres in Indiana, and about 150 acres in Ohio.

The journal and ledger are both behind in consequence, as stated by Mr. Symmes, of the want of books in the first instance, and afterwards waiting the opinion of your honor, who had proposed dispensing with the sale book, &c. Not hearing anything further upon the subject the register has procured a new journal, and promises to have the books up by the end of the present month. As to the plat books being procured in complete order in every respect for all the offices that are now waiting for them, immediately, I presume cannot be furnished by the surveyor general shortly. I have much to say in addition, when I have the honor to see you, which my limited time will not permit me to do in my hurried reports from each office.

I have the honor to be, sir, your obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington.*

Examiner's report, commencing on the fifth day of September, 1833, and ending on the sixth day of September, 1833.

MORGAN NEVILLE, receiver of public moneys at Cincinnati, within the State of Ohio, in account current with the United States.

DR. *Receipts under specific heads.*

	Cash under credit system.	Forfeited land stock under credit system.	Cash under cash system.	Forfeited land stock under cash system.	Total amount.
Balance due on the 31st of July, 1832	.....	.....	$1,880 88	$331 72	$2,212 60
During the month of August, 1832	.....	.....	5,169 02	1,466 38	6,635 40
do September, 1832	.....	.....	3,016 31	726 74	3,743 05
do October, 1832	.....	.....	3,344 76	416 64	3,761 40
do November, 1832	.....	.....	2,119 20	.....	2,119 20
do December, 1832	.....	.....	1,894 81	75 34	1,970 15
do January, 1833	.....	.....	2,854 09	389 51	3,243 60
do February, 1833	.....	.....	1,308 40	659 50	1,967 90
do March, 1833	.....	.....	2,690 74	541 71	3,232 45
do April, 1833	.....	.....	1,753 80	667 50	2,421 30
do May, 1833	.....	.....	2,003 74	1,248 66	3,252 40
do June, 1833	.....	.....	3,938 20	160 00	4,098 20
do July, 1833	.....	.....	1,688 16	160 14	1,854 30
To the 5th September, 1833	.....	.....	811 16	976 39	1,787 55
					$42,299 50

Disbursements under specific heads. CR.

	Deposited in bank.	Salaries of receiver and register.	Commissions of receiver and register.	Incidental expenses.	Treasury drafts, &c.	Forfeited land stock.	Refunded for erroneous entries.	Total amount paid over and accounted for.
Cash deposited in Bank of—								
To quarter ending September 31, 1832	$6,775 61	$250 00	$218 91	.....	.....	$2,524 84	.....	$9,769 36
Cash deposited in Bank of—								
For quarter ending December 31, 1832	9,559 55	250 00	189 91	.....	.....	491,98	.....	10,672 44
Cash deposited in Bank of—								
For quarter ending March 31, 1833	5,359 35	250 00	168 88	$150 00	$960 00	1,590 72	.....	8,429 45
Cash deposited in Bank of—								
For quarter ending June 30, 1833	7,264 80	250 00	195 44	.....	.....	2,076 16	.....	9,786 40
To the 5th September, 1833	.....	.....	.....	42 11	.....	1,142 53	.....	1,184 64
								$39,842 29

Result:

Debit	$42,299 50
Credit	39,842 29
Amount which should be on hand	$2,457 21

ISAAC CANNELL, *Examiner of the Land Offices of Ohio.*

BUCYRUS, *Ohio, August* 19, 1833.

SIR: I have the honor to inform you that I arrived in this village from Wooster, it being sixty-two miles, on Wednesday, noon, the 14th of August, and very soon after entered upon duty; and continued my examinations in order, by looking over the books and papers at the receiver's office, endeavoring to ascertain the true balance in the hands of the receiver. There was so large a sum of money on hand that it took us near two days to count, pack, and ascertain the correct amount; and when ascertained, it was forwarded to the Branch Bank of the United States at Pittsburgh, on the 16th or 17th of August, where I hope it has arrived safe. Mr. Larwill is an intelligent, particular, and, in my opinion, a most valuable officer of the government. Enclosed you will find a correct statement of the funds on hand to the 15th of August, 1833. This office has become an important one, as your honor will see by the enclosed statement. His books are not only correct, but exceedingly neat and well kept, and posted up to the 16th day of August, 1833. His papers handsomely filed, labeled, and well preserved from dust, in a small book-case, which I valued at 18 or 20 dollars. Permit me to observe that the present case is not sufficiently large or well calculated to preserve all the books and papers belonging to the office; it certainly will require an additional one, the cost of which, I presume, would be about 14 dollars. The iron chest is quite imperfect, and cannot afford a sufficient security to the large amount of public funds committed to the particular care of the receiver. I think the present chest might be sold for 20 dollars. The small case and the chest, with one large and four small volumes of the laws of the United States, unbound, except the books and papers, are all the property belonging to the United States in this office. The office of the receiver is kept in the second story of a comfortable and convenient brick dwelling, in which his faithful clerk sleeps; and it is well adapted to the purposes of an office. He and Mrs. Larwill sleep below under the office, and he appears to have many, very many, anxious moments for the safety of the public funds placed under his care. Such a large sum as remains from time to time on hand should have a fire-proof house, as the receiver is so far from any bank.

Mr. Gillespie, the register of the land office in this village, is truly a worthy man, and appears to attend faithfully to his duty, and takes delight to keep his office neat. He has adopted nearly the same plan that the register has at Wooster, the plan of which I had the honor to inform you through the post office at that place. He is exceedingly particular with his plat books, which he has handsomely pasted on good canvas—they being bound in good buckskin, and in two volumes, and in perfect order—not only those, but all his books. His papers are filed, labeled, and put away handsomely from the dust, in one of the most complete and convenient book-cases I ever saw for such a purpose, which he paid his own money for; but he flatters himself that you will direct the receiver to pay. He addressed you upon the subject some time ago. The books and papers could not be kept safe without such a one. The register has not been able to post his books for some time, for the want of a journal. He has written to Columbus for one, but cannot get such a one as will answer. He hopes that you will immediately direct the receiver to procure such a one as will answer, as he appears exceedingly anxious to keep his books up. The other books are all up to the date of this report, and in perfect order.

The furniture in this office belonging to the United States, viz:

1 book-case, supposed to be worth	$18 00
1 inkstand and jug	25
	$18 25

I sincerely believe that both the gentlemen in the land office at Bucyrus, Ohio, are men of honor, probity, impartiality, and fidelity. They have afforded every reasonable facility to enable me to discharge all the duties under your instructions; and if I have not done my duty it is not their fault, but mine. They do an honor to the government that appointed them to the office. I am not as full in my report as I would wish to be. I leave this place, by way of Bellefontaine, in the morning, for Wapaukonnetta, in Allen county, Ohio, after being six days on duty.

I have the honor to be, sir, your most obedient servant,

ISAAC CANNELL, *Examiner of the Land Offices of Ohio.*

To the Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City.*

Examiner's report, commenciug on the 14th day of Aug., 1833, *and ending on the 15th day of Aug.*, 1833.

JOSEPH H. LARWILL, Esq., receiver of public moneys at Bucyrus, within the State of Ohio, in account with the United States.

DR. *Receipts under specific heads.*

	Cash under credit system.	Forfeited land stock under credit system.	Cash under cash system.	Forfeited land stock under cash system.	Total amount.
Balance due the 31st July, 1832					$7,006 41¾
During the month of August, 1832			$7,890 41½	$148 81	8,039 22¼
do September, 1832			8,953 25	125 00	9,078 25
do October, 1832			14,991 88¾	799 37½	15,791 26¼
do November, 1832			15,106 95	1,075 00	16,181 95
do December, 1832			53,700 32¼		53,700 32¼
do January, 1833			11,843 67½	125 00	11,968 67½
do February, 1833			8,017 25	25 00	8,042 25
do March, 1833			12,036 95	100 00	12,136 95
do April, 1833			15,438 58¾	179 05	15,617 63¾
do May, 1833			37,317 63¾	749 75	38,121 38¾
do June, 1833			29,195 64½	2,417 23	31,672 87½
do July, 1833			11,899 76¼	853 73¼	12,752 50
To the 14th August, inclusive			8,115 64¼	2,776 67	10,892 31¼
					$251,002 01¾

Disbursements under specific heads. CR.

	Deposited in bank.	Salaries of receiver and register.	Commissions of receiver and register.	Incidental expenses.	Forfeited land stock.	Refunded for erroneous entries.	Total amount paid over and accounted for.
Cash deposited in Bank of United States, at Pittsburgh, for quarter ending the 30th September, 1832	$20,524 37	$250 00	$440 27	$114 66	$273 81		$21,603 11
Cash deposited in Bank of United States, at Pittsburgh, for quarter ending the 31st December, 1832	78,673 14	250 00	1,694 68	422 87½	1,874 37½	$880 30	83,795 37
Cash deposited in Bank of United States, at Pittsburgh, for quarter ending the 31st March, 1833	28,313 47	250 00	619 91	123 96	250 00	287 80	29,845 14
Cash deposited in Bank of United States, at Pittsburgh, for quarter ending the 30th June, 1833	77,566 46	250 00	1,697 94	301 61	3,406 03	1,162 40	84,384 44
Total							$219,628 06

Result:

Debit	$251,002 01¾
Credit	219,628 06
Amount which should be on hand	$31,373 95¾

ISAAC CANNELL, *Examiner of the Land Offices in Ohio.*

Denomination of funds on hand, exhibited by Joseph H. Larwill, Esq., receiver of public moneys at Bucyrus, within the State of Ohio, at the receiver's office, to Isaac Cannell, examiner, on the 14th day of August, 1833.

Designation of banks.	Bank bills.					Specie.													Value of foreign coin.	Total amount.
	Of five dollars.	Of ten dollars.	Of twenty dollars.	Of fifty dollars.	Of one hundred dols.	Eagles.	Half eagles.	Guineas.	Half guineas.	Doubloons.	Spanish dollars.	Mexican dollars.	Five franc pieces.	Half dollars.	Quarter dollars.	Ten cent pieces.	Six cent pieces.	Cents.		
Farmers' Bank of Canton	532	155	95	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	$6,110 00
Franklin Bank of Columbus	230	123	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	2,380 00
Lancaster, Ohio, Bank	175	81	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,685 00
Farmers' and M. Bank of Steubenville	159	61	....	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,455 00
Western Reserve Bank	127	43	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	1,065 00
Bank of Chillicothe	36	20	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	380 00
Belmont Bank of St. Clairsville	10	21	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	260 00
Bank of Marietta	27	8	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	215 00
Commercial Bank of Cincinnati	2	1	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	20 00
Bank of Mount Pleasant	7	15	....	3	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	335 00
(As Ohio,) Eastern banks	52	97	42	8	13	....	....	....	....	....	....	....	....	....	....	....	....	....	....	3,770 00
U. S. B'k and branches	56	77	53	10	4	....	....	....	....	....	....	....	....	....	....	....	....	....	....	3,010 00
Specie	....	....	....	....	....	....	....	....	....	....	$1,025	....	....	$4,200 50	67 $16 75	2 $0 20	....	....	....	5,242 45
Five franc pieces	....	....	....	....	....	....	....	....	....	....	....	....	1,939	....	....	....	....	....	93 cts. a piece	1,803 27
12 French crowns	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	107 cts. a piece	12 84

Revolutionary bounty land scrip, 27 certificates, each $100, amounting to	2,700 00
Revolutionary bounty land scrip, 1 certificate	51 67
Revolutionary bounty land scrip, 1 certificate	25 00
Scrip and stock transmitted to the Commissioner of the General Land Office, with returns for the month of July, 1833	853 73½
	$31,373 96½

DETROIT, *July* 27, 1833.

SIR: I commenced the examination of the land offices at this place on the 22d inst., and find the cash account as follows, 22d inst. included:

Gold	$50 00
Silver	485 76
United States' Bank bills	1,450 00
Michigan Bank bills	13,860 00
	$15,845 76

The receiver deposits all his funds at the end of each month in the Bank of Michigan, to the credit of the United States' Treasury, which leaves no balance on hand. He has received no forfeited land stock, or military bounty land scrip; has made no disbursements; so that the whole amount of sales, up to the 27th inst. inclusive, is as follows:

Gold	$50 00
Silver	813 91
United States' Bank bills	1,750 00
Michigan Bank bills	15,680 00
	$18,293 91

Having closed the examination this day, I have given you a statement of the funds as they now stand on the books, and will refer to all other matters in my final report.

Respectfully yours, J. C. HOGHLAND.

The Hon. WILLIAM J. DUANE, *Secretary of the Treasury.*

STEUBENVILLE, *August* 26, 1833.

On examining the books of the receiver at Detroit, I found them kept in a clean and neat manner, and the entries corresponding with the instructions of the department; and also the books and papers, together with the office, kept neat and clean. The receiver wishes to be furnished with a cash book; he has books sufficient for all other purposes for the present year. The furniture in this office belonging to the government consists of one desk, cost from sixteen to twenty dollars, and is all-sufficient for present purposes. I made a comparison of a sufficient number of entries to satisfy me that the books were correctly kept. In regard to entries of land made by the receiver, I enclose you a copy of his certificate. He says that he has made no advances to persons entering lands, excepting small sums for which he has received no compensation. He resides at Detroit, and attends to the duties of the office himself, and, from all the information I could collect, I think the duties of the office are done to the satisfaction of the public, and fidelity to the government. The only fault I have to find is, that his books were not posted; his register of receipts was up to July 8, 1833, journal, June 3d, 1833, ledger October 15th, 1832, cash book, June 30th, 1833, and for these neglects I conceive there is no excuse. In regard to this gentleman's character, there is very much said to his prejudice, but nothing in such a shape as to justify me in making a report: I therefore consider him innocent until the contrary shall appear.

On examining the register's office at Detroit, I find the entries have been made agreeably to the instructions of the department, and that the townships, plats and books are kept in a clean and neat manner Also all the papers, together with the office, are kept neat and clean. There will be no plats or books wanted this year. The ledger and journal were posted no further than the 11th of May, 1833. The register states as an excuse that there are so many persons calling to view the maps, that it is almost impossible for him to keep the books regularly posted up, and, from what I saw myself while there, I am satisfied of the fact. I made a comparison of a sufficient number of entries, both on the plats and books, that satisfied me of their correctness. The furniture in this office consists of one desk, cost from sixteen to twenty dollars, and is not sufficient, the register having more papers to take care of. I would recommend, therefore, that you authorize him to procure a desk of the following dimensions: six feet high, six feet wide, fourteen inches deep, with twenty-four pigeon holes in the upper part for the purpose of keeping patents in, as they get much worn from tossing about: this will cost thirty dollars. In regard to land entered by the register, I enclose you a copy of his certificate. This gentleman has not advanced money to any person, either for or without interest, for the purpose of entering land. The business of the office is done with satisfaction to the public and fidelity to the government. There is but one opinion about the character of this gentleman: he stands as high as any other man in Michigan. He resides at Detroit, and attends to the duties of the office himself.

In regard to entering land in quarter-quarter sections, the law has been strictly adhered to, and in no one instance has it been violated that I have been able to discover.

WHITE PIGEON, *August* 5, 1833.

SIR: I commenced the examination of the land offices at this place on the 31st of July, and find the state of the funds as follows:

Michigan Bank bills	$7,050 00
United States' Bank bills	1,525 00
Specie	1,212 87
	$9,787 87

Amount remaining on hand as per last month's return	$808 31
Amount received this month per sales of public lands	8,979 56
	$9,787 87
Charges not yet allowed for traveling fees in making deposit of twelve thousand dollars in the Bank of Michigan, July 4th, 1833, per mileage	$37 50
For risk on same	18 00
	$55 50

I close my examination this day, August 5, 1833, and this is a true state of the books up to the 31st of July, inclusive. I will state at length in my final report.

Respectfully yours,

J. C. HOGHLAND.

Hon. WILLIAM J. DUANE, *Secretary of the Treasury.*

STEUBENVILLE, *August* 27, 1833.

On examining the books of the receiver at White Pigeon, I found them kept in a clean and neat manner, and all posted up to July 31st, 1833; the entries corresponding with the instructions of the department: and also the books and papers, together with the office, kept neat and clean. His office having been recently established, he has books sufficient for the present year. I examined the books of this office nearly through, and find the entries correspond with each other, so that I was perfectly satisfied of their correctness. The furniture of this office belonging to the government consists of one desk, cost about twenty dollars. In regard to lands entered by the receiver, I have enclosed you a copy of his certificate. This gentleman resides at White Pigeon, and attends to the duties of the office himself, although he is sometimes absent in making his deposits at Detroit, which takes him generally from six to ten days, owing to the road. The character of this gentleman stands fair; and I am satisfied, from all the information I could receive, that the business of the office is done with satisfaction to the public and fidelity to the government.

On examining the register's office at White Pigeon, I find that the entries have been made agreeably to the instructions of the department, and that the township plats and books are kept in a clean and neat manner; also all the papers, together with the office, are kept neat and clean. The plats and books of this office are the same that were formerly used in the office at Monroe, and are very much worn; some of them want to be removed.

Townships six, south range, ten west, and townships four, south range, eleven west, must be renewed, as they are entirely worn out. The register wishes to be furnished with a general map of the survey within this land district, as it is much required for the use of the office. I made a number of comparisons of entries, both on the plats and books, and found them all correct. The books of this office were not posted up: the journal was back to the 22d of April, 1833: the ledger was back to the 21st June, 1832, for which I conceive there is no excuse, although he has many. In regard to lands entered by the register, I enclose to you his certificate, which is not very satisfactory. The furniture of this office belonging to the government, consists of one old desk, which was brought from the Monroe office, and is not sufficient. You will please direct him to procure one similar to that recommended for the office at Detroit. This gentleman resides at White Pigeon, and attends to the duties of the office himself: he is a man of good character, and I have every reason to believe performs the duties of the office with satisfaction to the public and fidelity to the government. The law has not been violated in this office in the entering of quarter-quarter sections in any one instance that I have been able to discover.

MONROE, *August* 13, 1833.

SIR: I commenced my examination of the land office at this place on the 8th inst., and closed on the 13th inst.; and the state of the books to the 7th inst., inclusive, are as follows:

Cash account:

Michigan Bank bills	$4,839 00
United States' Bank bills	300 00
Specie	82 72
	$5,221 72
Amount remaining on hand, per return of last month, in cash	$1,624 11
Amount received from sales of public lands from the 1st to the 7th, inclusive	3,597 61
	$5,221 72

I will return immediately to Steubenville and make out my final report, and send to you from there.

Respectfully yours,

J. C. HOGHLAND.

Hon. WILLIAM J. DUANE, *Secretary of the Treasury.*

STEUBENVILLE, *August* 27, 1833.

On examining the books of the receiver at Monroe, I found them kept in a clean and neat manner, the entries corresponding with the instructions of the department; and also the books and papers, together with the office, kept neat and clean. The books here are all new, and will not require any more for some time: I made a comparison of a sufficient number of entries to satisfy me of their correctness. The furniture of this office belonging to the government is one large desk, cost twenty-four dollars, and all-sufficient for the present. In regard to lands entered by the receiver, I enclose you a copy of his certificate. This gentleman resides at Monroe, and attends to the duties of the office himself: his books were not all posted up; journal up to the 19th of July, 1833; ledger up to the 29th June, 1833. I am satisfied, from all the information I could collect, that the business of the office is done with satisfaction to the public and fidelity to the government. The receiver here wishes to be furnished with an iron chest: the one that formerly belonged to the office was removed to White Pigeon, and he appears to be at a loss without one. The character of this gentleman is very good.

On examining the register's office at Monroe, I find that the entries have been made agreeably to the instructions of the department, and the township plats and books are kept in a clean and neat manner; also all the papers, together with the office, are kept neat and clean. There will be no books nor plats wanted at this office for the present. I made a number of comparisons of entries both on the plats and books, and found them all correct. The books of this office were not all posted up: journal back to July 22d, 1833; ledger to the 29th June, 1833. The furniture of this office consists of one large desk, cost thirty-four dollars, and is sufficient for the present. the register of this office has entered no lands for himself or any other person; neither has he at any time advanced money to others, with a view to purchase land, since the establishment of this office. This gentleman resides at Monroe, and attends to the duties of the office himself, and I am well satisfied, from information received, that the duties of the office are done with satisfaction to the public and fidelity to the government. The gentleman's character is very good.

The law has not been violated in this office in the entering of quarter-quarter sections in any one instance that I have been able to discover.

There has been much said in regard to moving the land offices in Michigan to a more central point in each land district. The office at White Pigeon the people wish to have removed about forty miles further north, to the seat of justice for Kalamazoo county; the office at Monroe, about fifty miles northwest, to a town called Clinton. I visited both of the above places for my own satisfaction, and have come to the conclusion that the principal object of the removals is with the property holders of each of the aforesaid places, and more for the purpose of advancing their own property than from any good that will result therefrom to the people or government. The office at Detroit is situated similar to each of the others in point of location, and I think it would be doing injustice to remove either without removing the whole, as there is no person that enters land without first viewing the premises, and the offices are, two of them, located at the most prominent places of landing for persons going into the territory; the other is upon the government highway; and I think there would be as much complaint if they were removed, as there is to *have* them removed. Such are my views, carefully made up.

All the receivers and registers treated me with much kindness, and offered me every facility to examine their respective offices. With these remarks I submit my final report.

I am, very respectfully, sir, your obedient servant,

J. C. HOGHLAND.

LAND OFFICE AT DETROIT, *July* 24, 1833.

SIR: In reply to an inquiry made by you, I have the honor to state that the following are the only tracts of land purchased by me, for myself or for any other person, since January 1, 1829, which tracts of land are still owned by me, viz: at the public sale in July, 1832, the south part of section 28, township 3 south, of range 11 east, 80 acres, at $1.50; on the 27th day of April, 1833, the west half of northeast quarter, and west half of southeast quarter, section 29, in the same township and range, containing 160 acres, entered at private sale, and application transmitted to surveyor general.

JNO. BIDDLE, *Register.*

RECEIVER'S OFFICE, *Monroe, August* 12, 1833.

Account of lands purchased by myself, and others with whom I am connected, since the commencement of sales in this district:

April 10th, receipt No. 9.—Dan. and Augustus Miller, east half of northwest quarter section 18, township 6 south, range 5 east.

April 10th, receipt No. 10.—Dan. and Augustus Miller, east half of southwest quarter, section 7, township 6 south, range 8 east.

August 3d, receipt No. 1058.—Dan. B. and John W. Miller, west part of northeast quarter, section 21, township 7 south, range 8 east.

The first two purchasers are my nephews, and the last myself and brother. No other entries have been made by me, nor by any person with whom I am connected, since the sales have commenced in this office. I have not at any time advanced money, with or without interest for the purchase of public lands in this district.

DAN. B. MILLER, *Receiver.*

REGISTER'S OFFICE, *White Pigeon, August* 3, 1833.

I do hereby certify that I have not entered any land, since register of this land office, in my own name, nor has any been entered by any person in which I have an interest, directly or indirectly; neither have I entered for any of my relations either by blood or marriage.

The following described lands have been entered by my sons for their own personal benefit, they being over the age of twenty-one years, viz: Thos. A. H. Edwards, the undivided half of the west half of southeast quarter of section 26, township 6 south, of range 15 west, purchased October 1st, 1831. Alexander H. Edwards, south fraction, southeast quarter of section 28, township 7 south, range 12 west, $4\frac{55}{100}$ acres, (since sold to Niles F. Smith;) also, an undivided half of the east half of northeast quarter section 18, township 8 south, of range 11 west, entered June 23d, 1831; also, southwest fraction, section 30, township 6 south, range 11 west, containing $\frac{28}{100}$ of an acre. Also, north fraction, southwest of section 17, township 8 south, range 11 west, $39\frac{61}{100}$ acres. Henry J. H. Edwards, west half northwest quarter section 17, township 8 south, range 11 west.

A. EDWARDS, *Register.*

On the 3d of September, 1832, I purchased at public sale, the two following lots of land, viz:

East half of northwest quarter of section 13, township 4 south, range 12 west, per certificate, No. 1,458, containing 80 acres, at $2.19	$175 20
West half of northwest quarter of section 13, township 4 south, range 12 west, per certificate, No. 1,459, containing 80 acres, at $2.75	220 00
	$395 20

The above was purchased by and for myself, and in my own name. I have also purchased, on application to the register, in the name of Theodore P. Sheldon and myself, jointly, for our use and benefit, viz:

Jan. 7th, 1833, W. $\frac{1}{2}$ S. E. fract. $\frac{1}{4}$ sec. 14, T. 2 S., R. 11 W., per certificate No. 1,847, containing	63.85	a 10 S.	$79 81
Jan. 7th, 1833, S. W. fract. $\frac{1}{4}$ sec. 14, T. 2 S., R. 11 W., per certificate No. 1,848, containing	90.33	a 10 S.	122 91
May 17th, 1833, S. fract. $\frac{1}{4}$ sec. 14, T. 2 S., R. 11 W., per certificate No. 2,116, containing	7.59	a 10 S.	9 49
Acres	161.77		$202 21

Total acres, $321\frac{77}{100}$. Total cash, $597.41.

I certify the above to be a true exhibit of all the lands by me purchased from the government, or in which I have directly or indirectly an interest or agency in purchasing; and that, of the above purchases, no part thereof have as yet been sold. I further certify to questions propounded by the government agent, Mr. Hoghland, that I never have as yet seen a document called land scrip; neither have I, since my appointment or before, ever loaned money on interest to any being upon earth to purchase land, or for any other purpose whatsoever.

THOS. C. SHELDON, *Receiver.*

To Mr. HOGHLAND, *Government Agent.*

RECEIVER'S OFFICE, *Western Land District, M. T., White Pigeon, August* 1, 1833.

List of lands entered at the land office at Detroit, Michigan Territory, by John Kearsley, subsequent to January 1, 1829.

Tract entered.							Quantity.		
Date of purchase.	No. of receipt.	Purchaser.	Section or part.	No. of section.	No. of township.	No. of range.	Acres.	Amount.	Remarks.
1830. July 16	3,521	Jonathan Kearsley..	W. half S. E. quarter ...	23	2 S.	5 E.	80	$100 00	Sold, but to whom or at what price, I have no recollection or means of ascertaining.
1831. April 15	4,067	do	W. half S. W. quarter ..	4	6 N.	7 E.	80	100 00	Sold for $100 to, (name not recollected,) being paid in mechanical labor.
April 26	4,085	do	E. half S. E. quarter	12	4 N.	10 E.	80	100 00	Sold for $110 to Hiram Burns, part paid in lumber.
April 28	4,088	do	S. E. fract'n qr. of fract'n	11	1 S.	12 E.	95	118 75	Sold to Messrs. Bour, Sandtiff, and another, (name not recollected,) at $3 per acre, upon actual measurement and division, in proportion as agreed upon. Sold July 10, 1832.
April 28	4,089	do	W. half S. W. quarter ..	12	1 S.	12 E.	80	100 00	
April 28	4,090	do	N. E. fraction of fraction	14	1 S.	12 E.	3.70	4 63	
June 7	4,663	do	W. half N. E. quarter ..	17	3 S.	9 E.	80	100 00	Sold, but to whom not recollected, or the price.
July 20	5,250	do	W. half S. E. quarter ...	33	2 N.	9 E.	80	100 00	Sold for $100 to Benjamin C. Pratt; $90 paid; $10 and legal interest due.
Aug. 10	5,332	do	E. half N. E. quarter ...	35	2 N.	7 E.	80	100 00	Sold, but at what price, or to whom, not recollected.
1832. July 7	7,157	do	N. W. fraction of fraction	13	1 S.	12 E.	35.63	44 54	Sold at $3 per acre to Bour and others, with the lots above, July 10, 1832.
Sept. 17	7,562	do	N. E. fraction of fraction	9	2 N.	16 E.	106.66	133 32	Sold to —— Abel; advanced a small part of the money for a few days.
Oct. 10	7,795	do	W. half S. E. qr. and E. qr. S. W. quarter.....	28	4 S.	7 E.	160	200 00	I loaned $100 for a few weeks, and, upon payment, transferred the certificate; to whom not recollected.
1829. Dec. 30	....	Chas. C. Trowbridge	E. one-half N. W. quarter	3	1 S.	12 E.	80	100 00	I advanced the money, the tract intended for John Hays after eighteen months, or perhaps two years, transferred to Henry Connor, at the request of Hays, as I believe $30 advanced.
1832. June 14	....	Eurotas P. Hastings	W. half N. W. quarter..	10	1 S.	12 E.	80	100 00	I advanced $24 to John Welch in part payment, which, when paid, with legal interest, Mr. Hastings will transfer to Welch.
							1,120.99	$1,401 24	

I believe there may have been (since January 1, 1829) two, or possibly three, tracts entered in the name of Mr. Hastings, where I advanced the money, which, when paid at the Bank of Michigan, of which Mr. Hastings is president, with legal interest, the lands were transferred. Of these I have no memorandum or definite recollection, as they are all settled, and the papers surrendered by me. I have no recollection of any other lands entered in my name or for my benefit, except as above stated. I have no relations in the territory; no lands have ever been entered for them by me, or by them for me.

NOTE.—An examination of the endorsements of the patent certificates in the cases, not recollected by me, will show to whom they were transferred, and, probably, the price.

RECEIVER'S OFFICE, *Detroit, July* 25, 1833.

J. KEARSLEY, *Receiver.*

23D CONGRESS.] No. 1253. [1ST SESSION.

ON CLAIM FOR LAND IN ARKANSAS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 17, 1834.

Mr. LEAVITT, from the Committee on the Public Lands, to whom was referred the petition of William W. Stevenson, reported:

That the petitioner states, that in right of his wife, who was the widow of Isaac Watkins, he had a pre-emption claim to a part of the southwest quarter of section 2, township 1 north, and range 12 west, situated near the town of Little Rock, in the Territory of Arkansas; and that the said tract was embraced in the location of a thousand acres, granted by the United States to said Territory, for the erection of a court house and jail at said town of Little Rock; and the petitioner was ousted from the possession thereof. He estimates the value of said tract, with the improvements, at $2,400, and prays, that in lieu thereof, he may be allowed to locate 320 acres of any of the unappropriated lands in said Territory.

It appears to the committee, from the evidence in the case, that the petitioner, in right of his wife, as aforesaid, had duly proved and established his right of pre-emption to a tract of *seventy-six acres*, part of the quarter section above described; and that the same was embraced in the location made by the governor of said Territory, of the thousand acres granted for the erection of a court house and jail at Little Rock, as above stated. The committee are of the opinion that the petitioner is entitled to relief; and they have therefore reported a bill, giving to petitioner the right to enter and locate, in lieu of said tract, a quarter section of any of the unappropriated land in said Territory.

23D CONGRESS.] No. 1254. [1ST SESSION.

INQUIRIES INTO ALLEGED FRAUDS IN THE PUBLIC SALES OF THE LANDS OF THE UNITED STATES.

COMMUNICATED TO THE SENATE JUNE 20, 1834.

Mr. POINDEXTER, from the Committee on Public Lands, who were instructed by resolutions of the Senate, of the 5th of March last, to make various inquiries in relation to alleged frauds committed at the public sales of the lands of the United States, with the assistance of the land officers, reported, in part, depositions of several persons in relation thereto; and

Ordered, That they be printed.

Letter of instructions.

WASHINGTON CITY, *April* 2, 1834.

DEAR SIR: Enclosed you will receive a commission authorizing you to take depositions in relation to frauds in the sales of the public lands, if any shall have been committed in any district in the State coming within your knowledge, and the conduct of the officers authorized by law to superintend these sales.

I transmit to you, also, sundry resolutions passed by the Senate instructing the Committee on Public Lands to investigate these matters, with power to send for persons and papers, and take depositions in cases where the witnesses reside at a distance, and their personal attention cannot be had before the committee. These resolutions will direct your attention, generally, to the objects concerning which the Senate desire to obtain evidence; but it may be useful to incorporate more particularly a specification of some points on which it may be in your power to procure and forward to the committee satisfactory testimony, premising, however, that great reliance is placed on your own judgment and information touching the execution of the duty confided to you.

1st. We desire to obtain evidence as to the conduct of registers and receivers generally in the disposal of the public lands at public or private sale.

Have they demanded of the purchaser fees or compensation for the performance of their official duties, not authorized by law?

Have they accepted a bonus in money, or in the form of interest, for securing particular tracts of land to such purchasers as would comply with the terms prescribed to them in this respect?

Have they sold public lands at any time otherwise than for ready money; and, if so, have they taken the promissory note of the purchaser, payable at a distant day, for the purchase money, and a separate note for interest in their own names, and for their own benefit?

Have they marked any part of the public lands laid down on the map of survey, "sold," or in any other manner which designated the land as entered, when in fact the land so marked had not been actually sold or entered?

Have they at any time been interested with speculators or others who became the purchasers of the public lands, so marked, or shared with them the profits arising out of such purchases?

On this point, if you cannot obtain clear and direct testimony, it would be desirable to resort to strong circumstantial evidence, tending to show any connection founded on interested motives between the speculators or other purchasers and the officers.

2d. Have combinations of speculators, at any public sale of lands, united for the purpose of driving other purchasers out of the market, and deterring poor men from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement and cultivation, and

thereby taking into their own hands the control of the sales for their own benefit, and purchased all the valuable lands at the minimum price of the government?

Have these speculators, after the public sales were closed, offered the lands so purchased by them for sale at augmented prices; and have these lands been purchased by persons attending the sales at the prices put on them by the speculators or their agents; and, if so, what price per acre, estimating the highest and lowest qualities, did they receive for the lands so purchased?

Have these companies, or any of them, large bodies of land now in the market which they fraudulently purchased at one dollar and twenty-five cents per acre; and, if so, what amount of lands, according to the best estimate which may be made, yet remains undisposed of, and what is the price at which it is limited, including lands of the best quality, and those of an inferior quality?

What would be a reasonable estimate of the loss sustained by the government, at any public sale of lands within your district, in consequence of combinations of companies to purchase them at the minimum price?

Were the registers and receivers attending any such sale informed, or had knowledge, of the existence of such combinations or companies, and their object; and did they aid them in their fraudulent purpose, or did they, having such knowledge, interpose in their official character, or otherwise, to prevent the accomplishment of the purposes for which they had combined?

Have the registers and receivers manifested favoritism in the sale of the public lands, at private sale, where two or more persons made application to purchase or enter any particular tract of land; and, if so, what were the circumstances under which their partiality was so manifested?

Have the receivers, or any of them, of the public moneys, been at any time detected in speculating on the funds paid into their offices, by selling at a premium bank notes of the Bank of the United States, or other current bank paper, for bank notes not current at par, but which were made receivable for public lands, and then depositing these uncurrent bank notes in the deposit bank selected by the Secretary of the Treasury in lieu of the current notes thus sold at a premium?

Where companies or combinations of speculators in public lands may be known to you, it will be important, as far as practicable, to ascertain and certify their names, and the name or names of their agents, and also the State in which the company may have been formed.

These interrogatories may, and no doubt do, fall far short of covering all the fraudulent practices of many officers authorized to superintend the sales of the public lands. I therefore wish you distinctly to understand that they are not intended to limit the scope of your investigation, but that you will extend your inquiries, and take testimony on all subjects which you may deem essential to the public interest, or the development of illegal or fraudulent practices at any land office within your district or State.

The committee rely confidently on your patriotic exertions in carrying into effect the investigations which they are instructed to make by the Senate. You will receive a suitable compensation for your services when they shall be completed, and the witnesses who may attend to give their evidence will be allowed the usual mileage and daily pay which is given in the highest court of law within your State.

Before taking the testimony of any witness, you will make out such interrogatories as you may deem proper to draw from the witness all that he may know on the points to which you may desire his testimony.

If, in making these interrogatories, you deem it necessary to employ counsel to assist you by legal advice, you are authorized to do so, and such counsel will be paid a reasonable fee for his services on your certificate.

It is not expected that you are to give notice to any one of the time and place which you may appoint to take depositions; nor will any person be permitted, either as principal or counsel, to interfere with you in the performance of your duty; but you may, at your option, furnish any officer who may reside within convenient distance with a copy of any deposition which may implicate his official conduct: this, however, is submitted entirely to your own discretion. In all cases where a witness may be examined who is not generally known, you will take care to forward satisfactory testimony of his character for truth and veracity. You will cause the depositions to be certified by the judge or justice of the peace before whom they are taken, with the attestation of the clerk of the court, under seal, that such judge or justice is duly appointed and qualified according to the constitution and laws of the State.

I have the honor to be, your obedient servant,

GEORGE POINDEXTER,
Chairman of the Committee on Public Lands in Senate United States.
Per BENJAMIN P. SMITH, *Clerk to Committee.*

IN SENATE OF THE UNITED STATES, *March* 3, 1834.

Mr. POINDEXTER offered for consideration the following resolutions:

1. *Resolved*, That the Committee on the Public Lands be instructed to inquire into the circumstances attending the recent sales of the public lands in the States of Mississippi and Alabama; and whether the proclamations of the President of the United States, causing the public lands in the districts of country acquired from the Choctaw tribe of Indians by the treaty of Dancing Rabbit creek, and from the Creek tribe of Indians in Alabama, to be offered at public sale, were issued and promulgated a reasonable length of time prior to the day on which said sales were directed to be commenced in each of said districts, to give proper notice to the people of the United States of the days appointed for said sales; and, also, into the causes why the usual public notice was not given.

2. *Resolved*, That the same committee inquire whether any fraudulent practices, to the injury of the public interests, took place at said sales by reason of combinations of companies or individuals interdicting, or unfavorable to, a fair competition between bidders for the public lands offered for sale in said districts; and, if so, whether the officers superintending said sales had knowledge of, or participated in, such fraudulent practices or combinations.

3. *Resolved*, That the said committee be instructed to inquire whether the registers of the land offices, and the receivers of public moneys, at any of the land offices of the United States, or either of

them, have, in violation of law and of their official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States; and, also, whether any register or receiver, as aforesaid, has been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations, in their respective offices, inconsistent with the laws of the United States.

4. *Resolved*, That the said committee inquire whether the public lands, at any land office in the United States, have been sold otherwise than for cash; and whether any register or receiver in said States has, at any time, taken in payment the promissory note of any purchaser or purchasers bearing an interest to accrue to the benefit of such register or receiver.

5. *Resolved*, That in prosecution of said inquiries the said committee have power to send for persons and papers, to take depositions, and to examine witnesses before them, on oath, touching the matters aforesaid.

IN SENATE OF THE UNITED STATES, *March* 5, 1834.

Resolved, That, in the prosecution of their inquiries, the Committee on Public Lands have power to send for persons and papers, to take depositions, and to examine witnesses before them, on oath, touching the matters aforesaid.

The committee consists of Messrs. Poindexter, Moore, Prentiss, McKean, and Clay.

Attest: WALTER LOWRIE, *Secretary.*

UNITED STATES OF AMERICA, *Murray County, Mississippi, greeting:*

Know ye, that the Committee of the Senate of the United States on Public Lands, reposing entire confidence in your prudence and fidelity, have appointed you, and by these presents do give you full power and authority diligently to examine all such witness or witnesses as you may think proper, upon interrogatories to be exhibited by you, touching the perpetration of any frauds in the sales of the public lands of the United States, if any shall have been committed, in any district in the State of Mississippi; and, also, touching the conduct of any officer or officers of the United States charged or authorized by law with the conduct, direction, management, or superintendence of said sales. We therefore authorize and empower you, first having yourself taken an oath before some judge or magistrate authorized by law to administer an oath, that you will well, fully, and faithfully, execute this commission, and reduce to writing the deposition of such witness or witnesses as you may examine as aforesaid; and cause to be administered to such witness or witnesses, respectively, an oath that they will true, full, and perfect answers make to all and singular the said interrogatories, and reduce the answer of the said witness or witnesses, respectively, to writing; and, when you shall have completed the same, to transmit the same, under your hand and seal, carefully closed up, to the chairman of the Committee on Public Lands of the Senate of the United States.

By order of the Committee on Public Lands of the Senate of the United States, this fourth day of April, 1834.

_____, *Chairman of the Committee on Public Lands, Senate of the United States.*

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of Phineas Tomlinson, of Adams township, in said county, (of lawful age,) having been first duly sworn, according to law; that he would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him touching the public service.

The following interrogatories were severally proposed to the witness, (by John Burwell:)

First interrogatory. Do you know whether any register or receiver of public moneys at the land offices of the United States, or either of them, have been guilty of fraud or partiality in the sales of public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I cannot make a satisfactory answer to the question.

Second interrogatory. Have you known any of the public lands, at any of the land offices belonging to the United States, to be sold otherwise than for cash in ready money?

Answer. I went to Zanesville, and to the register's office, and asked Thomas Flood, the register, if the west half of the northeast quarter of section number twenty-two, of township three, in range six, military, was entered? The said register opened the plat book, and said it was not entered. I then asked the said Flood if there was such a man as Mr. Gilbert? He pointed to a man sitting by the fire in the said register's office, and said "there he is," and at the same time asked me if there was any improvement on the land? I answered him no. I then addressed myself to Mr. Gilbert, and asked him if he did not enter land, and wait on them for the pay? also asked him if he would do it for me, and asked him what he would take and enter the tract described as aforesaid, and wait with me one year? Mr. Gilbert said he would take twenty dollars, and take my notes, one payable in three months, for twenty-five dollars, and one for ninety-five dollars, payable in one year. I gave the two several notes as proposed by said Gilbert, and he went to the plat book, and wrote my name on the said tract upon the register's plat book in the said office. I paid off the twenty-five dollar note referred to, which reads in the words and figures following: "$25. Zanesville, 29th February, 1832. On the 1st day of April, 1832, for value received, I promise to pay Charles C. Gilbert, or order, twenty-five dollars.

"PHINEAS TOMLINSON."

On the day, and at the time, I paid this note, the said Gilbert wrote on the back of said note the following words and figures: "Paid on the within, 3d April, 1832," and immediately gave up the said note to me. On the fifteenth day of March, eighteen hundred and thirty-three, I paid off, took up, and destroyed, the ninety-five dollar note referred to. When I had so paid off my last note as aforesaid, I asked the said Gilbert where I should find my certificate? He said "In an hour or two you will find your certificate at Flood's office." I accordingly called at the register's office, and asked a young man who was clerking in the said register's office for the certificate. The young man took from the mantel-shelf, and handed to me, the certificate, in the words and figures following: "No. 5,606. Receiver's office, Zanesville, 15th March, 1833. Received of Phineas Tomlinson, of Muskingum county, Ohio, the sum of one hundred dollars, being in full for the west half of the northeast quarter of section No. 22, township No. 3, of range No. 6, military, containing 80 acres, at the rate of $1.25 per acre, $100.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Third interrogatory. Was Thomas Flood, the register, present, during the time that the contract was made between yourself and Mr. Gilbert, when the notes were given, and when the plat was so marked as aforesaid? and were these things *all* done in the register's office, and in the presence of the said register?

Answer. It was all done in the register's office, and in the presence of the said Flood, register, excepting the writing and the signing of the notes for which we went into Mr. Gilbert's office. I am inclined to say that the notes were written at a desk in the register's office, where said Gilbert went to, and got some paper; but I am satisfied they were signed in Gilbert's office, which was adjoining and next door to the register's office; and was all done on the said 29th day of February, 1832.

PHINEAS TOMLINSON.

Sworn and subscribed to before me, this 26th day of April, 1834.

JOSEPH STIERS, *Justice of the Peace.*

Deposition of Frederick Yerean, of Salem township, in said county of Muskingum, (of lawful age,) and having been first duly sworn, according to law, that he should true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him touching the public service.

The following interrogatories were proposed to the said witness (by John Burwell):

First interrogatory. Do you know whether any registers or receivers of public moneys at any of the land offices of the United States have been guilty of fraud or partiality in the sales of public lands, by adopting rules and regulations, in their respective offices, inconsistent with the laws of the United States? or have you known any of the public lands, at any land office in the United States, to be sold otherwise than for cash in ready money? If so, state what you know in relation to the subject.

Answer. I am unacquainted at any of those offices, excepting the register's office at Zanesville. On or about the last of September, eighteen hundred and thirty-one, I went to the register's office at Zanesville, and asked Thomas Flood, the register, if the west half of the southeast quarter of section number seven, in township number two, of range six, of the unappropriated lands in the military district, was entered? The said register went and looked on the plat, and said it was not entered. I then asked the said Flood what he would take and secure that piece of land for me eighteen months, and at the same time stated to the said Flood that I would pay him the money within that time. Charles C. Gilbert, being present at this time in the said office, Flood pointed me to Gilbert, and made said bargain with Gilbert. I then turned to Gilbert, and asked him what he would take to *enter* the land, and wait with me the eighteen months? Said Gilbert observed, that, "if I wait with you eighteen months, I must have thirty dollars." I then offered Mr. Gilbert two promissory notes of hand which I, at that time, held against my brother Jacob Yerean, in pledge to secure the payment of the purchase money. He took those two notes of fifty dollars each, making one hundred dollars, and gave me his receipt for those notes, to show that they were so left with him in pledge. Flood then marked the tract mine on the plat, and asked me if there was any person living on the land? I told him there was nobody on it; there was no improvement on it. A short time before the eighteen months was up, I paid to the said Gilbert ninety dollars, and lifted the two fifty dollar notes that I so pledged as aforesaid, and gave my own promissory note of hand for the balance of forty dollars, in words and figures following: "For value received, I promise to pay to Charles C. Gilbert, or order, forty dollars on or before the 8th of April next.

"$40.

his
"FREDERICK × YEREAN.
mark.

"Attest: CHARLES STETSON.
"*July* 5, 1853."

On the 30th day of April, 1833, I paid to the said Gilbert, (on the note of which the foregoing is a copy,) thirty dollars, which he endorsed in words and figures following, (on the back of said note): "Received on the within $30, (thirty dollars,) 30th April, 1833;" leaving ten dollars due on the forty dollar note which I had given to said Gilbert, hereinbefore copied. At the time I paid Gilbert the ninety dollars, and gave him the forty dollar note, Gilbert went down street from the register's office, and got a paper, and gave it to me, containing the words and figures following: "No. 5,427. Receiver's office, Zanesville, 5th July, 1833. Received of Frederick Yerean, of Muskingum county, Ohio, the sum of one hundred dollars, being in full for the west half of the southeast quarter of section No. 7, township No. 2, of range 6, military, containing 80 acres, at the rate of $1.25 per acre. $100.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Some time in November, 1833, I went to Zanesville to pay the balance of ten dollars due on the forty dollar note referred to, and, being informed that Gilbert had not paid for the land until the day that I paid to him the ninety dollars, and that he had not entered the land *until* that day, and also informed that, notwithstanding my contract with Gilbert (according to the advice of the register,) and the marking of the plat as aforesaid, that the land had remained in jeopardy, liable to entry by others, while I supposed it was secure to me, I stated to said Gilbert that he had left my land in a situation in danger of losing it, and that I understood that he had not entered my land until I paid to him the ninety dollars; and as I was a poor man, and had paid thirty dollars on the note, and as he had got twenty dollars from me more than

the price of the land, he ought not to take any more, and give me up the note without paying the ten dollars. Gilbert turned round, and went into the house, (the Zanesville banking house,) and said, come into the house. I went into the house after him, in company with Henry Wheeler; after some conversation between Mr. Gilbert and Mr. Wheeler *on* the subject, Gilbert gave the note to me without the ten dollars.

Second interrogatory. Did you have any other conversation with the register on the subject of the land referred to, other than you have herein stated? If so, relate such conversation.

Answer. In the fore part of September, 1831, and before the contract herein referred to was made, I went to the register's office to see about getting the said land. Squire Flood told me *then*, on making application to him to secure the land *at that* time, and when I informed him that I had not the money then, and that I had a place to sell, I would try and sell it, and pay the money sooner than the eighteen months. He then said, "we would rather have *part* of the money down. Go and try and sell your place, and get the money if you can; and, if you cannot, then come, and we will fix it for you."

Third interrogatory. Was the said Gilbert present in the register's office at this time also? and was there any person present at either of those conversations, except Flood, Gilbert, and yourself?

Answer. The said Gilbert was present at both conversations; and no person present in the office except the register, Gilbert, and myself, at the time of either conversation alluded to.

Fourth interrogatory. What did you understand when the register said to you, "we will fix it for you?" Please state what your understanding was at the time he so expressed himself to you.

Answer. I understood that it signified they were both concerned;—that they both had the power of doing what I wanted them to do for me.

his
FREDERICK × YEREAN.
mark.

Sworn and subscribed to before me, this 26th day of April, 1834.

JOSEPH STIERS, *J. P.* [SEAL.]

Deposition of Henry Wheeler, of Salem township, in said county of Muskingum, (of lawful age,) who, having been first duly sworn according to law that he would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him touching the public service—

The following interrogatories were proposed to the witness, (by John Burwell:)

First interrogatory. Have you been present, and an attentive observer of all and singular the interrogatories proposed to, and the answers made by Frederick Yerean, in the foregoing deposition?

Answer. I have.

Second interrogatory. Have you any recollection of what the conversation was between yourself, Charles C. Gilbert, and said Yerean, as alluded to in the foregoing deposition: and how Yerean came to the understanding of the situation in which his land remained from September, 1831, until the same was entered on the 5th of February, 1833? If you can so state, relate the same.

Answer. Yerean had previously informed me concerning the contract, as stated in his deposition at the time referred to: when Yerean got up the forty dollar note, he had showed to me the receiver's receipt, dated on the 5th day of February, 1833. I then discovered the situation in which the business had stood, and so informed Yerean previous to the conversation with Gilbert. In the Zanesville banking house, as alluded to by Yerean, I stated to Gilbert that I thought that he was well paid with twenty dollars for his trouble for staying the land, for it appeared that he had not paid *for* the land until he had received the ninety dollars from Yerean. Gilbert said, "*If I stayed the land, I stayed it at my own risk.*" I then stated to him that Mr. Yerean was a hard laboring man, and that he ought to give up the note. Gilbert replied, "I have money enough;" he then handed the note alluded to, to Yerean, saying, "here, take the note."

Third interrogatory. Are you acquainted with the character of the said Yerean, and what is his standing for truth and veracity?

Answer. I have been acquainted with him several years. I should say that full credit is due to his statements.

Fourth interrogatory. Are you acquainted with Phineas Tomlinson, whose deposition has also been here taken in your presence? If so, state what character he bears for truth and veracity.

Answer. I have not so much acquaintance with him; I should not doubt his veracity. I have had dealings with him; have found him honorable in his dealings, and have never heard anything against him.

HENRY WHEELER.

Sworn and subscribed to before me, this 26th day of April, 1834.

JOSEPH STIERS, *J. P.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Depositions taken under the resolutions of the Senate of the United States, of the 3d and 5th of March, 1834, in behalf of the Committee on Public Lands, May 21, 1834.

Witnesses sworn before Robert Aikens, Esq., a justice of Richhill township, in said county, that they, and *each* of them, would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to them.

The following were severally proposed (by John Burwell:)

FIRST.

Evan Ogan, having been first duly sworn, as aforesaid, appeared and testified.

First interrogatory. Do you know anything in relation to the sale of the west half of the southwest quarter of section number twenty-one, of township number nine, in range number ten, which said tract was sold by Thomas Flood, register of the land office at Zanesville, on the 17th day of February, 1831, to John Cummins? If so, state what you do know in relation thereto.

Answer. The first of my knowledge on the subject of the sale referred to was derived from Bernard Van Horne's (receiver,) receipt in the hands of Cummins, dated on the 17th of February, 1831, showing that Cummins had entered and paid for the land in question on that day, (17th February, 1831;) and having understood that there was some dispute between the said Cummins and William C. Bay in regard to the title or possession to the said land, and being at Zanesville on business some time afterwards, (perhaps about the first of December, 1831,) I called at the office of the said Thomas Flood, register, and

inquired of him whether Cummins had purchased the said land according to law? Flood said to me, "Cummins has purchased the land according to law, and paid every cent of the money down for it." And further, stated that Cummins had a good right for the land, and that it could not be taken from him. I then stated that Bay claimed the land by pre-emption right, and asked whether there was any such right? to which Charles C. Gilbert answered there *was*, and stated that Bay had not settled on the land in time to obtain that right. Flood observed, "Poh! he has no right, nor never can get any right." And further I know not.

EVAN OGAN.

SECONDLY.

John Reed, having been duly sworn as aforesaid, appeared and testified.

First interrogatory. Do you know anything in relation to the sale and purchase of the land referred to in the foregoing deposition? Do you know anything in relation to the affidavit said to have been sworn to and subscribed by John Cummins, before Thomas Flood, (register of the land office at Zanesville,) acting as a justice of the peace, and filed at the receiver's office at Zanesville, wherein the said Cummins is represented to have sworn that he wished to apply a certain military bounty land scrip in payment for the land in question; and, also, that there was no person residing on the land at the time he made the entry on the 17th day of February, 1831? If so, state what you do know in relation to the subject.

Answer. I was not present at the time of the sale and purchase, neither did I ever see the paper referred to. In the spring of 1831, I understood by a report that was *then* circulating in the neighborhood, that the said John Cummins had entered the west half of the southwest quarter of section twenty-one, of township number nine, in range number ten, on which William C. Bay then lived; and that, in making the said entry, he had sworn that there was no person then residing on the land, and, also, that *Bay* intended to have Cummins prosecuted for perjury. I inquired of Cummins as to the *truth* of the report, which he denied. A short time after I heard the report I went to Zanesville, and, from my knowledge of the good character and standing of Cummins, I was induced to call on Thomas Flood, register of the land office at Zanesville, and inquired of him concerning the entry and swearing, by Cummins, referred to. Flood stated to me, in reply, that Cummins had entered the land in question, according to law, and that he had paid his money for it. He also stated that Cummins had told him the truth concerning the residence by *Bay* on the land, and stated to me that *Cummins was not sworn at the time of making the entry, as was reported;* and further stated that *Bay* was liable to a prosecution for living on the land. I inquired of Flood how Cummins could get possession of the land? He stated that Cummins must go and give Bay notice to leave the premises; and, if he did not go, get the sheriff and throw him out; or get some persons to go with him, and tell *Bay* to take out his goods and his children, and if he did not do it, then take the house down quietly, and be careful and not hurt his goods or his children, and move it away to some other place, and set fire to it and burn it up, or do anything else with it he pleased.

Second interrogatory. At what time did Thomas Flood, the register, make the foregoing statement to you, in which he stated that the said Cummins "*was not sworn at the time of making the entry, as was reported*" to have been the case?

Answer. Some time in the summer of 1831.

Third interrogatory. Where were you and Mr. Flood when he made this statement to you?

Answer. In his (the register's) office at Zanesville.

JOHN REED.

THIRDLY.

Lee Ogan, having been first duly sworn as aforesaid, appeared and testified.

First interrogatory. Do you know of anything in relation to the sale or purchase, or affidavit referred to in the foregoing depositions of Evan Ogan and John Reed, which have been taken in your presence and hearing? If so, state what you know in relation thereto.

Answer. In April or May, 1832, I called at the register's office in Zanesville, and asked Thomas Flood, the register, if the patent had come on for the land in question. He said no. I then asked him if William C. Bay had been there on that day. Flood replied, "He has;" and stated that Bay had just gone away. I then asked the said register if Bay had any right to the land referred to. Flood said he had *not*, neither could he get any. I then stated to Flood that *Bay* had stated that Cummins had sworn a false oath concerning the land when he entered it; and therefore he could not get the land. Flood then said: "*It is not true; he was not sworn anything about the land.*"

Second interrogatory. Did the said Thomas Flood say anything to you in relation to what Cummins should do in order to get possession of the said land? If so, state what he said on that subject.

Answer. He did not tell me anything that *Cummins* should do. He did tell me to tell my father to go and give Bay ten days' notice, and, if he did not go out in that time, to take some hands with him, and pull the house down, and take care not to hurt his children, or his goods, and to move the house to some other place and burn it up; and stated that Bay was a cursed fool; that he wished he would not bother him any more about it. And further I know not.

LEE OGAN.

FOURTHLY.

May 22, 1834.

Charles P. Moore, who, having been first duly sworn according to law to answer as aforesaid, testified to the following facts:

First interrogatory. Do you know anything in relation to an affidavit said to have been signed by John Cummins, and by him sworn to (before Thomas Flood, register of the land office at Zanesville, acting as a justice of the peace,) bearing date on the 17th day of February, 1831, at the time he applied for, and *entered* the west half of the southwest quarter of section twenty-one, of township number nine, of range number ten? If so, state all you know in relation to the same, and what information you have, and from what source you derived the same.

Answer. My first knowledge in relation to the affidavit was derived from a copy of that paper in the

hands of William C. Bay. I afterwards (say a week or ten days) went to Zanesville at the request of, and *in* company with, the said Cummins, to see if there was such an instrument in existence (which Cummins did not believe to be the case). I went with Cummins to the receiver's office (on or about the middle of April, 1831,) and inquired of Bernard Van Horne, the receiver, if such an affidavit was on file in his office. Mr. Van Horne produced the paper purporting to be an affidavit, of which I had seen a copy in the hands of Bay, as above stated. Cummins stated to me and Mr. Van Horne that he had never been sworn to any such thing.

Second interrogatory. Did you, on the same day that you went with Cummins to the receiver's office, *also* accompany him to the register's office? If so, state what took place at the office of Thomas Flood, the register, in relation to the affidavit in question.

Answer. I went with Cummins first to the register's office, at which place Cummins inquired of George H. Flood for his father, the register. George stated to Cummins that his father was gone east of the mountains. *Cummins* then stated to the said George H. Flood that William C. Bay was circulating a report in the neighborhood that he (Cummins) had taken a false oath at the time he entered the land referred to, by swearing that there was no person living on *it* at the time the entry was made; and further stated that he had told them at the time that he entered the land that there was a small improvement on *it*, and that Bay was living on the land. The said George H. Flood said to Cummins, "You never was sworn in this office." I then asked the said George to give from under his hand that Cummins had never been sworn as had been stated, *that* he might have something to show when he went home to counteract the report in circulation. To which he observed, "*I know my own business;*" and stated to Cummins that he would give him something to show that would counteract the report. He then wrote something, and gave to Cummins, and, as I suppose, a certificate to show that Cummins had not been sworn, and which Cummins believed to be the case. He took the paper from Flood, and put it into his pocket, and we left the office.

Third interrogatory. Did Cummins ask George H. Flood to give him such a certificate as should counteract the report put in circulation by Bay; or did Flood offer to do so upon your suggestion?

Answer. Cummins, *before* and *after* I made the suggestion, asked Flood to give him such an instrument.

Fourth interrogatory. Did you read the paper that you say George H. Flood wrote and gave to Cummins, as stated by you? If so, what was the purport of that paper or instrument? What date did it bear? Was it signed by the said George? Please to state, as near as you can, the date, the substance, and the signature.

Answer. I am under the impression that the date was about the middle of April, 1831. I am not positive whether he signed his own name or that of his father, the register; I was by him at the table when he wrote the instrument, but did not read it at the time. A few days (not many) after we went home, Cummins came to me to get me to read the paper, at which time I discovered that it did not contain what the said George H. Flood had promised to give. I cannot, without seeing the paper, state its contents satisfactorily.

Fifth interrogatory. Could you at this time identify that paper, or, on hearing one read, could you detect a fraudulent one if presented to you for the same?

Answer. I think I should know the paper if I was to see it. I think from the size of the paper and the writing I should recognize it; or, if I should hear it read, I could tell whether it contained the same substance.

Sixth interrogatory. Is this paper which I hold *up* the paper referred to, that George H. Flood gave to Cummins? If not, state what your objections are.

Answer. I know that is not the same paper; it was not half as big as that.

Seventh interrogatory. If I hand you the paper which I hold up, or if I read it, will you, or can you, detect any, if any variation from the substance of the paper given by Flood to Cummins?

Answer. You may go on to read; I will try. I think, it seems to me, I can tell the substance.

Eighth interrogatory. Is the paper that I have just read in your hearing the same in substance as the one given by Flood to Cummins?

Answer. The first part of the paper that you have just read, is in substance a paper (or a copy of a paper) given on the same day by Charles C. Gilbert to Cummins, to direct him how to get possession of the land; and the substance of the latter part, is the same as the one given by George H. Flood to Cummins on the same day.

Ninth interrogatory. Do you recognize the handwriting of this paper that I have just read in your hearing, and which is now handed to you, and of which the following is a copy? And is the same here correctly copied?

"To Ford Barnes and Wm. Sinclair, two justices of the peace in and for the county of Guernsey, State of Ohio:

"John Cummins respectfully represents and complains, that William C. Bay is in possession of the west half of the southwest quarter of section twenty-one, township nine, range ten, in said county, and unlawfully detains the same from him, the said John Cummins, who has purchased the same from the United States; and he requests that a jury may be summoned to try the right to the said tract of land, under the provisions of the act entitled 'An act against forcible entry and detainer,' 20th April, 1831."

"LAND OFFICE, *Zanesville, Ohio, April* 20, 1831.

"I hereby certify that I did not at any time give to William C. Bay, of Guernsey county, Ohio, any instrument of writing purporting to be a statement of any entry made by John Cummins, or for any other purpose whatever.

"I also certify that said Bay has no claims to the tract entered by Cummins, either by pre-emption right or otherwise.

"GEORGE H. FLOOD, *Acting Register.*"

Answer. The handwriting I know nothing about; I do not think it is Gilbert's, and George H. Flood's I *know it is not.* The paper is corectly copied, word for word, and figure. I am satisfied this paper that I hold, of which the foregoing is a copy, must be the copy of the two papers given on the same day, in my presence, to Cummins, one by Charles C. Gilbert, and the other by George H. Flood; and had the

paper here copied, and which I hold in my hand, been read in my hearing, without my seeing it, I should have said it was the *two* original papers.

Tenth interrogatory. What did George H. Flood say to Cummins when he gave to him the paper, of which the foregoing is the copy, and where were they at the time?

Answer. They were in the register's office; and when George H. Flood gave to Cummins the paper (or certificate), he said to him: "Now go home, and tell them (Bay and others that talked about the copy that he had) to kiss your *arse*, you have got the land."

Eleventh interrogatory. Is the said John Cummins not an illiterate man? Can he read or write, and was not this the inducement to him to get you to go with him to see into the business for him?

Answer. He can neither read nor write, and such was his reasons for my going with him. He persisted in protesting against his having ever given the affidavit, and remarked when we left the register's office, "now you see that I was *not* sworn."

Twelfth interrogatory. Are you acquainted with the said Cummins; and what is his general character for truth and veracity, or otherwise? What is his character in every respect? State what you know of him, or concerning him, and what you have heard or seen against him.

Answer. I have been acquainted with the said John Cummins, living most of the time within a mile of him, for five years; he is said to have some Indian blood, and the rest white blood. I should say from his appearance that he is one-eighth Indian and seven-eighths white. I have been acquainted with half, one-quarter, and one-eighth blooded Indians, and should judge Cummins to be of the latter class, and he is said to *be* such. As to his general character for truth and veracity, I have no reason to doubt *it;* I have never heard anything against him as to truth or *honesty*, to his prejudice, except the affidavit at the time *that* report first came into circulation; and, on *that* point, he has given satisfactory evidence of his innocence. And further I know not.

CHARLES P. MOORE.

FIFTHLY.

William C. Bay, having been duly sworn according to law as aforesaid, appeared and testified:

First interrogatory. Do you know anything in relation to the pretended affidavit said to have been given by John Cummins at the time he entered the land on which you now reside? If so, state what you know on the subject, and what Thomas Flood said to you (if anything) on the subject of Cummins' swearing to that instrument?

Answer. After I came to hear that Cummins had entered the lands spoken of, I went to the receiver's office at Zanesville, and General Van Horne, the father of the receiver, (to whom I applied in the absence of the receiver,) gave to me a copy of the affidavit, so called, in the following words and figures, to wit:

"REGISTER'S OFFICE, *Zanesville, Ohio, February* 17, 1831.

"I, *John Cummins, of Guernsey*, being desirous of locating the W. ½, S. W. of section No. 21, township No. 9, range No. 10, in the district of land subject to sale at Zanesville, Ohio, by applying in payment thereof a certain certificate of military land scrip, do solemnly swear that, from my own knowledge of the fact, after actual inspection of the said tract of land on or about the 1*st of the present month*, there was not at that time any person or persons residing thereon, and that I do truly believe that there is no person residing thereon at this present time, or has claims of pre-emption thereto, under the act of the 29th May, 1830.

his
"JOHN × CUMMINS.
mark.

"Sworn to and subscribed, this 17th February, 1831, before

"THOS. FLOOD, *J. P.*" [SEAL.]

When I procured the paper from Mr. Van Horne, of which the foregoing is a copy, I went to the register's office, and inquired of Thomas Flood concerning the entry and the affidavit. Flood stated that Cummins had entered the land, and stated that "he was not sworn anything concerning it." I stated that I had a copy of the affidavit; Flood then walked away from me, saying, "you know nothing about it; he was not sworn; he (meaning Cummins) will put you off of the land." I followed him out of the office to his own door where he resided, and kept talking to him concerning my residence on the land, the entry and the affidavit of Cummins. Flood was mad—cursed me pretty smart. When he went into his house, I left him, and came away.

Second interrogatory. How often did Flood tell you that Cummins was not sworn concerning the entry referred to? State how many times on that day.

Answer. On the day that I have referred to, he stated to me three (or four) times that *Cummins was not sworn* concerning the land.

Third interrogatory. How long have you been acquainted with John Cummins? What is his character? State what you know of him, or concerning his character for truth and veracity, or otherwise, as far as you know or have heard concerning the man.

Answer. I have known the said Cummins for twelve years. He is an honest, ignorant man, without education. I have heard him testify before Ford Barnes, a justice of the peace; one of the parties objected to his testimony on the grounds that he was not a white man. When the proof was adduced, they made him out one-eighth part Indian, by proving that his mother was one-quarter Indian; the rest, with his father, was proven to be white, making Cummins seven-eighths part white, and one-eighth part Indian: his testimony was admitted. I never heard his truth and veracity suspected until the report of the pretended affidavit; and his innocence in that respect has been satisfactorily proven to all the neighborhood and elsewhere, so far as I have any knowledge of the circumstances concerning the same.

Fourth interrogatory. Did Thomas Flood, the register, offer you an entry of that same piece of land, if you would give him a horse, saddle, and bridle? And did Charles C. Gilbert go with you, at Flood's suggestion, and look at the horse?

Answer. Flood did offer to let me enter the same land, and run all risk, for the horse, saddle, and bridle; and Gilbert did go and look at the horse. I advised with Levi Lewis, and did not give the horse.

Fifth interrogatory. When did Flood tell you that Cummins was not sworn; and when did he offer to grant you the entry for the horse?

Answer. The time that I called on Flood, as stated, with the copy of the affidavit, as it is called, and at which time he said Cummins was not sworn, was some time in the latter part of March, 1831, and shortly after Cummins had made his entry of the land. As near as I can now recollect, the time was about the 1st of December, 1831, when he offered me the grant, to make the entry, and to run the risk, and guaranty the land to me.

WILLIAM C. BAY.

SIXTHLY.

John Cummins, having been duly sworn according to law as aforesaid, appeared and testified:

First interrogatory. Did you, on the 17th day of February, 1831, apply to enter the west half of the southwest quarter of section twenty-one, of township nine, of range ten, with scrip? And did you state that there was no person living on the said land at the time? And did you give an affidavit of that fact?

Answer. I did not apply to enter the said land with scrip. I knew nothing about scrip at the time. I gave no affidavit. I knew nothing of an affidavit at the time. Neither scrip or affidavit was at the time mentioned to me. The first that I ever heard of the affidavit or scrip, and the first that I knew of either, was after Mr. Bay brought the copy into the settlement. I applied to Thomas Flood, the register at Zanesville, to enter the land. He inquired of me, and I told to him all about Bay's residence on the land; and Flood said I could have the land for the money I told him that I had the money. He asked for the money, and I gave it to him, and he told me to mark on a paper. I did make my mark, when he showed me to do so. He then gave me some papers, and sent me to the receiver's office. I went. The receiver gave me a paper which, as I understood, was my receipt for the pay for the land. I then went home, and heard no more about it until Bay got a copy of the pretended affidavit.

his
JOHN × CUMMINS.
mark.

I hereby certify that the witnesses to the foregoing depositions, were severally sworn before me prior to giving their testimony, and that they severally subscribed to the same as they stand recorded in the foregoing depositions: Evan Ogan, John Reed, and Lee Ogan, on the 21st instant; and Charles P. Moore, William C. Bay, and John Cummins, were severally sworn, and subscribed to theirs on this day.

Given under my hand and seal at Richhill township aforesaid, this 22d day of May, 1834.

ROBERT AIKINS, *Justice of the Peace.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Personally came before me, Robert Aikins, an acting justice of the peace in and for said county, Andrew Craig, (a merchant,) who, being duly sworn according to law, deposeth and saith that he is well acquainted with Evan Ogan, John Reed, Lee Ogan, Charles P. Moore, William C. Bay, and John Cummins, who have testified and subscribed to the foregoing depositions; and that he verily believes that the said witnesses are severally entitled to full credit for truth and veracity, when under oath giving testimony.

ANDREW CRAIG.

Sworn to and subscribed before me, this 23d day of May, A. D. 1834.

ROBERT AIKINS, *Justice of the Peace.*

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of Bernard Van Horne, (receiver of public moneys of the land office at Zanesville,) of lawful age, who, having been first duly sworn according to law, before Anthony Wilkins, a justice of the peace in and for said county, appeared and testified.

First interrogatory. Did John Cummins, on the 17th day of February, 1831, enter the *west half* of the *southwest* quarter of section No. 21, of township No. 9, of range No. 10?

Answer. He did.

Second interrogatory. In whose handwriting are the papers which are in your office on file, and necessarily connected with the case of entry referred to? Is it the register's?

Answer. There are no papers excepting an affidavit such as are required of purchasers who pay with military land scrip. That affidavit is a printed form, filled up in the handwriting of George H. Flood, certified by Thomas Flood in his own handwriting, as a justice of the peace, and who was also at that time register of the land office.

Third interrogatory. Have you compared the copy of said affidavit as given by William C. Bay, in his foregoing deposition taken before Robert Aikins, a justice of the peace of Richhill township, in this county, on the 22d instant, with the original, and is the same there correctly copied, agreeing with the original on file in your office?

Answer. Yes.

Fourth interrogatory. Did Phineas Tomlinson enter the west half of the northeast quarter of section twenty-two, of township three, in range six, (military,) and if so, when did he enter the same?

Answer. He did on the 15th March, 1833.

Fifth interrogatory. Was the west half of the southeast quarter of section seven, of township two, in range six, (military,) entered in the name of Frederick Yerean? If so, when?

Answer. It was, on the 5th of February, 1833.

Sixth interrogatory. Was the northeast quarter of northwest quarter of section No. 7, of township No. 8, range No. 3, (military,) entered on the 26th of November, 1832, in the name of Michael Fetter?

Answer. Yes.

Seventh interrogatory. Did James Brewer, on the 30th day of January, 1832, enter the southwest quarter of section fourteen, township eight, of range three, (military,) and, if so, has any part of the said land since been entered by any other person, and who?

Answer. On the day referred to, James Brewer did enter the said land; and on the 26th day of July, 1833, by the directions of the Commissioner of the General Land Office, John Benninger was permitted to enter the west half of the same tract.

Eighth interrogatory. Was the west half of the northwest quarter of section number eight, of township number seven, of range number four, (military,) entered on the 22d day of April, 1832, in the name of Michael Roger? If so, was the common and necessary affidavit filed? Was the said land entered with scrip?

Answer. It was; the payment was made in military land scrip, and the usual affidavit is on file.

Ninth interrogatory. Before whom was the said affidavit taken? In whose handwriting does it appear? Please state, if you can, and also permit me to take a copy of that instrument.

Answer. The affidavit is a printed form filled up in the handwriting of Charles C. Gilbert, and certified by Thomas Flood as a justice of the peace, and is in words and figures following, to wit:

REGISTER'S OFFICE, *Zanesville, Ohio.*

I, Michael Roger, of Tuscarawas county, Ohio, being desirous of locating the west half northwest quarter of section number eight, township number seven, range number four, (military,) in the Zanesville district, by applying in payment thereof a certain certificate of military land scrip, do solemnly swear that, from my own knowledge of the fact, after actual inspection of the said tract of land, on or about the 18th instant, that there was not, at that time, any person or persons residing thereon, and that I do truly believe that there is now no person residing thereon, or has claims of pre-emption thereto.

his
MICHAEL × ROGER.
mark

Sworn to and subscribed, this 23d April, 1832, before me.

THOMAS FLOOD, *Justice of the Peace.* [L. S.]

Tenth interrogatory. Was the east half of the northeast quarter of section number fourteen, of township number seven, of range four, (military,) entered on the 22d day of January, 1833, in the name of Joseph Caughemore; and if so, in what funds was the payment made?

Answer. It was so entered, and payment made in military bounty land scrip.

Eleventh interrogatory. Was there any part of section three, of township seven, in range four, (military,) entered on the 23d day of May, 1832, in the name of George Bellman? If so, what kind of funds were applied in payment thereof?

Answer. The *northwest* quarter of the *southwest* quarter of said section was so entered, and fifty-five dollars seventy-five cents of military land scrip was surrendered in payment.

Twelfth interrogatory. Was the *east* half of the *southeast* quarter of section number five, township seven, of range number four, (military,) at any time in the year 1832 entered in the name of Christian Berger? and if so, when?

Answer. It was on the eighth day of May, 1832.

Thirteenth interrogatory. Was there a tract of land entered in the name of James Cook Calson on the 14th day of March, 1833, to wit: the east half of the southeast quarter of section number three, of township number six, of range number 4, (military?)

Answer. Yes.

Fourteenth interrogatory. Did Samuel Dennis, on the 11th day of October, 1833, enter the *northeast* quarter of the *northwest* quarter of section number sixteen, township number one, of range three, (military?)

Answer. Yes.

Fifteenth interrogatory. Did Daniel Burt, jr., on the third day of October, 1833, enter the *southeast* quarter of the *northwest* quarter of section number sixteen, of township number one, of range three, (military?)

Answer. Yes.

Sixteenth interrogatory. Did John Robins, on the 31st day of August, 1831, enter in his own name the *west half* of the *northeast* quarter of section number two, of township number nine, of range number ten?

Answer. Yes.

Seventeenth interrogatory. Did the said Robins, on the same day, enter in the name and in behalf of *Thomas Scott*, the *west half* of the *southwest* quarter of section number twenty-three, of township number one, of range number three, (military?)

Answer. On referring to the blotter, (or original book of entries,) I find the name of Thomas Scott following that of John Robins as purchaser of that tract of land; but it appears to have been subsequently erased, and one hundred dollars, (the amount of the purchase money,) credited to Mr. Scott *in my private day book*, on the same day, as a deposit.

Eighteenth interrogatory. Was the same tract here referred to again entered in the name of said Thomas Scott on the 13th day of September, 1831?

Answer. It so appears on the books of my office.

Nineteenth interrogatory. Can you in any way account for this singular transaction? If so, please to state what you know in relation thereto, why the entry did not remain as first made.

Answer. My recollection of the transaction is too indistinct to attempt any detail of the circumstances.

Twentieth interrogatory. Did you accompany John Robins to the register's office on the day he made the entry in the first place?

Answer. I do not now recollect.

Twenty-first interrogatory. Was the *northeast* quarter of the *southwest* quarter of section number seventeen, of township number one, of range number three, (military,) on the 4th day of January, 1833, entered in the name of John Newland; and was the southeast quarter of the *same quarter section* entered on the 20th day of May, 1833, in the name of James Karr?

Answer. Yes, as appears by reference to the books in my office.

Twenty-second interrogatory. Were the two tracts of land referred to in the sixteenth and seventeenth interrogatories of this deposition *ever* located in the name of James Sprague, or by Charles C. Gilbert for his use, by virtue of a warrant?

Answer. I presume they were not, as they were both entered and paid for in the usual way—one by John Robins, and the other by Thomas Scott.

B. VAN HORNE.

Sworn on the 30th day of May, and subscribed to on the 31st day of May, 1834.

ANTHONY WILKINS, *Justice Peace.* [SEAL.]

ZANESVILLE, *Ohio, May* 31, 1834.

I hereby certify that the witnesses who have testified and subscribed to the foregoing depositions were severally first duly qualified according to law; the interrogatories were then stated and proposed as they now stand; and the answers given by the witness (or witnesses) were severally read to them respectively as they now stand recorded by me, and were acknowledged to be correctly entered.

Given under my hand and seal, this 31st day of May, 1834.

JOHN BURWELL, *Commissioner.* [SEAL.]

STATE OF OHIO, *Muskingum County:*

I, John Willson, jr., clerk of the court of common pleas in and for said county, do hereby certify that Joseph Stiers, Robert Aikins, and Anthony Wilkins, Esquires, before whom the foregoing depositions appear to have been taken, were, on the dates thereof, severally, and now are, acting justices of the peace in and for said county of Muskingum, duly elected and qualified according to the constitution and laws of said State, to whose official acts as such full faith and credit are due.

In testimony whereof, I hereunto set my hand and affixed the seal of said court at Zanesville, this this 31st day of May, A. D. 1834.

For JOHN WILLSON, Jr., *Clerk,*
CHARLES W. O'NEAL, *Deputy Clerk.* [SEAL.]

The deposition of William B. Magruder, before the Committee on Public Lands of the Senate of the United States, under a resolution of the Senate relative to the public lands:

Question. Were you not an agent for the locating of Indian reservations in the Creek country, in the State of Alabama?

Answer. I went out as secretary to the commissioners for locating reservations of the Creek Indians according to the treaty with that tribe, and was afterwards appointed by the commissioners as a locating agent in Chambers county, in said State of Alabama.

Question. What was the condition of the locations of these reservations on the 17th December, 1833, being the date of the proclamation of the President for the sale of the public lands in the tract of country ceded to the United States by the Creek Indians? Were the locations completed and returned to the proper department prior to that day, or any time prior to the sale of said lands under the proclamation aforesaid?

Answer. On the 17th December the locating agents were actively engaged in performing their duties, and consequently the locations were not completed, and returns were not made; the only returns were made one week after the day appointed in the proclamation for the commencement of the sales to the register of the land office in Montgomery, in that district. This answer has reference to the Tallapoosa land district.

Question. What portion of the lands ceded by the Creek Indians would be covered by the reservations under the treaty, and what amount of these reservations were contained in the report made to the register of the land office in Montgomery?

Answer. I think there were more than half of the lands ceded covered by the reservations, and about one-half of the locations were returned to the register of the land office in Montgomery one week after the sales were ordered by the proclamation.

Question. Were the surveys of the lands ceded by the Creek Indians completed by the surveyors of the United States, and returns made to the proper offices prior to the President's proclamation for the sale of the ceded lands?

Answer. The surveys were completed, but the plats of the townships had not been returned to the land offices at which the sales were to take place, either at the date of the proclamation, or at the commencement of the sales, or at any time during the sales; consequently the sales were not completed.

Question. Had the people of the district information of the proclamation prior to the day appointed for the commencement of the sales, so as to enable the actual settlers to attend the sales and purchase?

Answer. The proclamation was not generally known, so far as I know or believe, in the district prior to the day of sale, and complaints were made by the people that they had not time to make arrangements for purchasing. I gave information to a number of settlers myself that the sales were ordered a few days before the day appointed for opening the sales, which they informed me was the first notice that they had of it.

Question. Had you, as a locating agent, information of the day of sale; and if so, how did you obtain it?

Answer. I had information of the day of sale, and I obtained it by a letter from one of the locating commissioners through a private conveyance.

Question. Did you obtain that information in time to attend the sales?

Answer. I could have done so, but did not attend the sales.

Question. Did the actual settlers in the Creek country attend the sales, so far as you know or believe?

Answer. They did not.

Question. Were not the sales attended by speculators from different parts of the country, so far as you know or believe?

Answer. They were.

Question. Have you any knowledge of a purchase or purchases made by a company of speculators at either of these sales? And if so, state what such purchase or purchases were, as far as your information extends. What price was paid to the United States for the lands so purchased, or any part of them; and what amount was subsequently obtained by any such company of speculators for the same lands?

Answer. I have no personal knowledge on this subject; it was generally understood throughout the country that companies of speculators did attend the sales, and that they purchased the greater portion of the lands sold, and particularly one tract of 640 acres, for the consideration of about eight hundred dollars, which they sold in the course of twenty-four hours afterwards, at public sale, for more than as many thousands as they had given hundreds.

Question. Do you know any other matter or thing in relation to the sales of the public lands in the

tract of country ceded by the Creeks, or the conduct of the officers employed in such sales, which you deem material to the investigations before the committee?

Answer. I know nothing of my own knowledge that I have not already stated.

W. B. MAGRUDER.

WASHINGTON CITY, *April* 11, 1834.

The deposition of Edmund Row before the Committee on Public Lands of the Senate of the United States, under a resolution of the Senate relative to the public lands:

Question. Where do you reside, and what is your occupation?

Answer. I reside in Orange county, Virginia, and am by occupation a farmer.

Question. Have you ever attended any public sale of the public lands? If so, state what place, and what State, and at what time.

Answer. In 1833, from the 23d to the 29th of October, I attended at Chochuma land office, in the State of Mississippi, the sale of the public lands which had been ceded by the Choctaw tribe of Indians to the United States.

Question. Were the surveys of the lands ceded by the Choctaw Indians completed by the surveyors of the United States, and returns made by the proper officers, prior to the date of the proclamation for the sale of those lands?

Answer. As to the surveys being completed, and returns made, I know not. I saw one or two companies going out to survey the unsurveyed ceded lands. I also heard many of the citizens of the State, some of them actual settlers, complaining that the lands were put into market before more than one-half of them were surveyed.

Question. Had the people of that district sufficient information prior to the day appointed in the proclamation for the commencement of the sales, to enable the actual settlers to make their arrangements for attending and purchasing?

Answer. I heard many men complain that they had not had sufficient time, from the first notice they had of the proclamation until the day of sale, to make their arrangements for attending and purchasing. The first information, too, obtained by some, was received from persons riding through the country to examine the lands, within a very short time before the sale.

Question. Were not the sales attended by speculators from different parts of the country, so far as you know and believe?

Answer. I believe they were. There appeared to be speculators from Tennessee, Alabama, and Louisiana, besides those who resided in the State of Mississippi.

Question. Did the speculators you mention, from the States of Tennessee, Alabama, Louisiana, and Mississippi, bid against each other, or did they combine for the purpose of deterring poor men, or men who only wished to purchase small tracts of land, from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement and cultivation, thereby taking into their own hands the control of the sales for their own benefit?

Answer. I arrived at Chochuma on the 23d of October, two days after the commencement of the sales; and, on that day, there was a public address made to the people by a gentleman who said that they, the companies of speculators, had united to shield the actual settlers from being imposed upon by individual speculators, and that his company was willing that any actual settler should buy one quarter section of land wherever he pleased, and as low as he could get it, if it were at the government price; or that his company would purchase it for him as low as they could get it, and let him have it for what they gave, provided, however, that said settler would sign a paper obliging himself not to bid for any other lands thus offered at that sale of the public lands of the United States. He suggested, however, that his company would, immediately after the sales of the United States' lands were closed, sell at public sale any lands they might purchase to the highest bidder, at which sale the settlers would have an opportunity of purchasing as much more land as they might want.

Question. Did these companies of speculators purchase large quantities of the public lands? If so, at what price?

Answer. I believe, according to the best estimation I could make, they purchased three-fourths of what was sold, and most generally at government prices.

Question. Did these speculators, after the public sales were closed, offer the lands so purchased by them, at augmented prices? And did they make any sales to persons attending the government sales at the prices put on them? If so, what price per acre did they receive?

Answer. I can make no answer to these inquiries, as I left the place before the government sales were closed.

Question. Did you attend the sale for the purpose of purchasing land with a view to actual settlement and cultivation? And, if so, did you purchase at the public sale of the government, or did you purchase from the company of speculators?

Answer. I did attend the sale for the purpose of purchasing for actual settlement and cultivation, and purchased from, or rather through, one of the agents or bidders of a company of speculators.

Question. Had you selected for purchase any particular tract of land?

Answer. I had.

Question. Why did you prefer purchasing from, or through one of the agents of the company of speculators, to bidding for it yourself at public sale?

Answer. I was a stranger in the country, and this being the first sale I had ever attended there, was entirely ignorant of the customs and proceedings at the sales of the public lands.

Question. What were the circumstances which induced you to purchase through the agent of the company?

Answer. In bidding for the land which I had selected before the sale, I found it run on me, and knocked off to myself and son at between four and five dollars per acre; whereas I observed that the company, generally, obtained their lands at $1.25 per acre; and, with but very few exceptions, no person bid against them: I was therefore induced to forfeit the lands thus charged to myself and son, to be resold. It was then purchased by the agent of the company of speculators at a price not exceeding $1.27, who immediately sold it to me at one dollar advance per acre, which he had previously agreed to do. I took, of course, the receiver's receipt to said agent, with the register's receipt upon the back of it, for the transfer of the same to me.

Question. Who were the bidders or agents of the company for purchasing at the public sales? How many of them were there, and where did they reside?

Answer. I think there were five, if not six, persons who were considered by the people at large as bidders or agents for the companies of speculators. I cannot now remember the names or residences of more than four of them. There were Robert J. Walker, of Natchez, Mississippi; ——Ellis, of Louisiana, and Malcom Gilchrist, of Alabama, and ——McLemore, of Tennessee.

Question. Who was the person whom you say addressed the meeting, and told them of the combination of the speculators? And what was the name of the agent from whom you purchased your land?

Answer. The man who addressed the people was Robert J. Walker, the same from whom I purchased the land.

Question. Who were register and receiver at Chochuma land office? Were they present at the sale, and informed, or had knowledge of the existence of such combinations of speculators, and their object? and did they interpose in their official character or otherwise, to prevent the accomplishment of the purchases for which they had combined?

Answer. Samuel Gwin, who was register, and Richard H. Sterling, who was receiver, (as will appear from the receipts for the land which I purchased,) were both present when Robert J. Walker addressed the people on the subject of the combination, and their intention; and I neither saw nor heard of any interference on their part, either by word or deed.

Question. Did you see or know of any conduct on the part of either the register or receiver which would justify you in the belief that they were concerned in the said speculations?

Answer. I heard the register, Samuel Gwin, say exultingly, and with a snap of his finger, to some persons who were near him when a certain portion of the public lands were bought by one of the agents of the company, "that land will bring *us* ten dollars per acre."

Question. Do you know if the register or receiver of that office has ever demanded of the purchaser fees or compensation for the performance of their official duties not authorized by law?

Answer. I paid the register one dollar for every separate transfer of eighty acres from the said Robert J. Walker to myself. I am ignorant if he were justifiable or not in taking that fee.

Question. Who acted as auctioneer, and was he considered as one of the company of the speculators, or was he in any manner connected with them?

Answer. Colonel Rather, of Alabama, generally acted as crier. He himself told me that he had constantly been in the woods for the last six weeks, examining the lands and taking numbers. I understood him to say he was one of the company of speculators.

Question. Did the actual settlers who attended the sales, and bid for the tracts of land on which they were settled, independent of the company, in a single instance, obtain their land at government price, and were not most of those settlers driven to the necessity of purchasing by permission of the companies of speculators, and each limited to one quarter section before such permission was granted?

Answer. I know of no instance of a person purchasing independent of the companies who obtained the land purchased at one dollar and twenty-five cents per acre. I do know several instances where the purchaser was bid up to six dollars per acre. Most of the actual settlers obtained their lands through the companies, or by their permission, and consented to limit their purchases to one quarter section each as a condition on which the permission to purchase at government prices was granted by the company of speculators.

Question. Were there any lands sold at a higher price than one dollar and twenty-five cents per acre, and again offered at public sale on the same day by the officers superintending the sales, and bought in by the company of speculators at government prices? And, if so, state at what price the land was first sold, and the cause assigned by the officers for setting aside the original purchases as aforesaid, and again offering the land for sale.

Answer. There was a tract of land, the quantity I do not precisely know, bid off for Mr. Wilkinson at twenty-two dollars per acre, to the best of my recollection. Immediately after the sale, and before any other land was offered, one of the officers, I do not know whether the register or receiver, demanded a deposit of the money for the land, of the purchaser. Mr. Wilkinson replied he had the money, and exhibited the money in his hand, but stated that as the regulation of the sales allowed him until next day at ten o'clock to make payment, he would not be driven to deposit at that moment. To which the officer replied that, if the money was not deposited in five minutes, the land would be considered as forfeited and resold. The deposit was not made, and the land was sold in five minutes afterwards to one of the bidders for the company of speculators, at one dollar and twenty-five cents per acre.

Question. From the conduct of the officers throughout the sales, and everything which you observed during your attendance at these sales, are you, or are you not, firmly impressed with the belief that these officers were combined with the speculators, and interested in their purchases?

Answer. I certainly was so impressed with the belief at that time, and still believe so. They were combined and interested in the purchases made by the speculators.

Question. Did it not appear to you to be the general impression of those who attended the sales to purchase lands, that the officers were concerned with the speculators?

Answer. Such appeared to be the general impression of the settlers who attended the sales.

Question. Did the register, Samuel Gwin, demand of each person who received a transcript from the speculators one dollar for such transfer?

Answer. I saw several persons pay one dollar for such transfer, and believe it was a general practice, and heard several persons complain of the charge.

Question. Did the speculators require the actual settlers to sign a paper pledging themselves not to purchase more than one quarter section before they granted permission to them to purchase at the government price?

Answer. I believe they did, for such were the observations of Robert J. Walker in his public address to the people.

EDMUND ROW.

WASHINGTON CITY, *April* 29, 1834.

THE STATE OF OHIO, *Guernsey County, ss:*

Depositions taken under the resolution of the Senate of the United States of the 3d and 5th of March, 1834, authorizing the Committee on Public Lands to inquire into the conduct of registers of the land

offices, and receivers of public moneys at the land offices of the United States. Taken on behalf of the said Committee on Public Lands, (by John Burwell:)

The following witnesses appeared before Isaac Wilson, a justice of the peace in Jackson township, in and for said county, and by him were *severally* duly sworn according to law to make true, full, and perfect answers to all and singular the interrogatories that may be proposed to them.

FIRST.

Thomas Marshall, of lawful age, appeared, who, having been first duly sworn as aforesaid, testified:

First interrogatory. Do you know any instance of a case wherein any register or receiver has been guilty of selling any of the public lands of the United States otherwise than for cash in ready money, or have they or either of them taken a bonus, and marked the map of survey to "retain" any tract of land for any individual or individuals, so that the particular tract appeared by the plat or "map" as though the same had been entered, when in fact the same had not been sold or entered?

Answer. I know of only one instance wherein Thomas Flood, register of the land office at Zanesville, sold to me the southeast quarter of the northwest quarter of section sixteen, of township number one, of range number three, military; which said land I lost by deception on the part of the said Thomas Flood, register.

Second interrogatory. Upon what conditions did Mr. Flood sell to you the land referred to, and in what manner did he deceive you? When was the contract made?

Answer. The contract was made on the 28th day of March, 1833. Flood agreed to keep the land for me one year from that day. I was to pay him ten dollars in hand, and the remainder within the year. I paid the ten dollars to said Flood on the said 28th day of March, 1833. If I failed to pay the whole of the money within the year, Flood was to keep the ten dollars for interest. He sold the said tract of land to Mr. Burt in less than seven months after the contract was made.

Third interrogatory. How came you to apply to the register (Thomas Flood,) to purchase land on a credit?

Answer. I understood by Samuel Dennis that *he* had a contract with *Flood* in the same way, and therefore I was induced to apply and contract with him in that manner: by reason of which I went on the land, and, after working all summer, I had put up a cabin and a tobacco house, and cleared and fenced some of the land, supposing my title was good, and to my astonishment he sold the land to another, and I was turned off of the land without remedy. If he had have told me in the first place that my title would not be good until I paid all the money, and got another title, I should not have lost my labor.

Fourth interrogatory. What kind of a title did Mr. Flood give to you, which you supposed to be good? Did you give to Flood, at the time you made the contract, your note or any instrument of writing to secure to him the payment of the purchase money? If so, state the same.

Answer. When I contracted with him for the land he gave to me a paper which he called a *scrip*, on the back of which he receipted the ten dollars which I paid, and which was to go for interest, as I have before stated; and the which said paper or "*scrip*," with the receipt on the back, you (John Burwell,) took a copy *from* in October last, in Zanesville. The original I gave up to Flood on the same day (after) you took the copy, and demanded the ten dollars, and he paid back to me. I was under the impression that Flood held an instrument of writing against me. I told him if there was any other writing between us I wanted them up. He said there was *none* there: that I had never given him any.

Fifth interrogatory. Did Flood tell you at the time he gave you the paper that you permitted me to take the copy from, with the receipt on the back thereof, that the same would *hold* the land, or that it was a good title for the land? And did he then mark the map or plat with your name in such manner as to make that particular tract appear as though it was actually entered?

Answer. He opened a large book that lay on the table, into which he looked to see whether the land was entered or not; in which he wrote *something*, telling me at the time that he wrote my name on the tract, and that "now no man can enter it." He told me that the paper, or "*scrip*," as he called it, would hold the land, and charged me to keep the transaction a secret, and tell Samuel Dennis not to say anything about his business.

Sixth interrogatory. Can you write or read writing?

Answer. I can neither write or read writing: if I could I should not have been deceived by Flood in *this business*, nor been so cheated by him. Relying on the information and directions of Flood, I rested easy until Samuel Dennis learned that his was not safe; and mine, being in the same situation, I went to Flood on the second Tuesday in October last, and found that the land was entered by Burt. Flood said, "I feel most damned sorry for you, but I cannot help it." And further I know not; *only* Flood told me to tell Dennis to come and see about *his* land; that he could not save it if anybody came to enter it. I did tell Dennis.

his
THOMAS × MARSHALL.
mark.

SECONDLY.

Samuel Dennis, of lawful age, who, having been first duly sworn as aforesaid, testified:

First interrogatory. Have you any knowledge of any of the public lands of the United States having been sold otherwise than for cash in ready money? If so, state where, and by whom sold; upon what condition, and to whom the same was sold.

Answer. At the register's office of public lands at Zanesville, Thomas Flood, the register, sold to me the east half of the northwest quarter of section number sixteen, of township number one, of range number three, military. I paid him nineteen dollars down, and was to pay him the remainder within one year.

Second interrogatory. Did the said register agree to keep the tract in question one year for you? Did he mark that particular tract on the map at the *time* with your name or otherwise, in such manner as to have the appearance of being entered? Was you to give him any bonus or interest on the purchase money? If so, state all about it, from beginning to ending.

Answer. On the 9th day of March, 1833, I agreed with the said Flood as above *stated*, and he gave me (on my asking him for a *scrip*, having understood that others could hold land with a "scrip,") two papers, one was, as he informed me, a receipt for the nineteen dollars paid to him as aforesaid; and the other was, as he told me, "a *scrip*," which I have *here* in words and figures following, to wit:

"LAND OFFICE *at Zanesville, March* 9, 1833.

"I, Samuel Dennis, of Guernsey county, Ohio, do hereby apply for the purchase of E. ½ of the N. W. ¼ section No. 16, township No. 1, range No. 3, military, containing 80 acres, according to the returns of the surveyor general, for which I have agreed with the register to give at the rate of $1.25 per acre.

"SAMUEL DENNIS.

"I, Thomas Flood, register of the land office at Zanesville, Ohio, do hereby certify that the lot above described contains 80 acres as mentioned, and that the price agreed upon is $1.25 per acre.

"T. FLOOD, *Register.*"

He did place my name upon the tract on the map. He also agreed to keep the land one year; and, if I did not pay the remainder of the money within the year, I was to forfeit the money that I had paid. He told me that "*that*" scrip (the paper of which the foregoing is a copy,) would hold the land one year; that I might go home and go to work on it, and raise my *tobacco;* that there would be no danger. I went home, and built me a house and two tobacco houses on the north half of the said tract, and cleared, fenced, and planted three or four acres of tobacco on that part of the land; believing that I had fairly purchased the said land, and that I was safe in so doing, until I showed the said "*scrip*" (by which I was holding it under Flood's assurance), to Isaac Willson, Esq., who informed me that my title was good for nothing, and that my land was liable to be entered by any other person. Mr. Willson asked me what kind of title Thomas Marshall had; I told him that Marshall's and mine were alike. He informed *me,* and I informed Marshall of our situation. Marshall went immediately to Zanesville to see about our business, and found his was entered. And, on his return, informed me of what Flood said concerning mine. I immediately pledged my crop of tobacco and borrowed all the money that I could raise, and went as soon as possible to town; and on the 11th day of October, 1833, I entered that part on which I had made my improvement, and got the receiver's receipt for the purchase money in the words and figures following, to wit:

"No 6,411. RECEIVER'S OFFICE, *Zanesville, October* 11, 1833.

"Received of Samuel Dennis, of Guernsey county, Ohio, the sum of fifty dollars, being in full for the northeast quarter of the northwest quarter of section number sixteen, township number one, of range number three, (military,) containing forty acres, at the rate of $1.25 cents per acre. $50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Third interrogatory. How came Flood to sell you the eighty acres (or half quarter), and also sell to Marshall forty acres, being the south half of the same tract, as is represented?

Answer. I cannot tell, unless Flood made a mistake.

Fourth interrogatory. What did Flood say to you on the 11th day of October, 1833, at the time you entered the forty acres on that day, being the one-half of the tract which he had so agreed to keep for you one year, and in the short space of nineteen days, sold one-half of the same to Marshall at one year's credit, and then, in six or seven months after, sold that part to Burt? State what excuse he made to you, as far as within your recollection.

Answer. The error in the *numbers* was not discovered by me until this day, and whether Flood or Marshall ever discovered or knew it I cannot tell; there was nothing said on the subject to me. When I entered the land described in the receiver's receipt, of which the foregoing is a copy, Flood pointed his finger on the map to the place where my name was (as he said) *written,* and said: "Here is your name on the map: I'll defy all the *devils* in *hell* to take it from you; you might have rested easy in the first place, but, I suppose, hearing of Marshall's, you got uneasy." He told me to take the "*scrip*" home with me again, and if I could get the rest of the money within the year to come, and pay off, and get the other part of the land, that no one would enter it from me. And I then came away.

his
SAMUEL × DENNIS.
mark.

THIRDLY.

May 23, 1834.

Daniel Burt, who being first duly sworn as aforesaid, testified:

First interrogatory. Did you apply to Thomas Flood, register of public lands at Zanesville, for the purpose of purchasing forty acres of land from the United States, being the southeast quarter of the northwest quarter of section sixteen, of township number one, of range number three, (military,) on which Thomas Marshall was at the time making improvements, and which said land Marshall stated to you the evening previous to making such application, that he had entered the said land? If so, state the fact.

Answer. Some time in April, 1833, I called on the said Thomas Marshall, who was then at *work,* and making improvements on (as I presume) the land in question. I *was* by said Marshall informed that he had entered the land on which we then were. I doubted Marshall's having entered the land according to his statement. He told me if I did not believe *him,* I might go to Zanesville and see for myself. Accordingly, I *went* on the next day to the land office at Zanesville, and applied to Thomas Flood, the register, to purchase the said land. Flood (after I had given him the numbers of the land) opened the plat book, and looked at the tract, and said, "It is entered." I inquired of him who had entered it? He replied, "Thomas Marshall." He shut the plat book very quick, and walked out of the office. From his *conduct,* the manner in which he shut the book, and from his looks, and manner in which he went *out* of the office, I did not believe the land to be entered. I followed him *out,* and inquired whether he did not think there might be a chance yet to get the land? He said "*No,* Marshall has entered it," and turned and walked off another way into an alley, and left me in the street. My brother, *David Burt,* as I am informed by him, entered the same land some time, perhaps, in September last. And further I know not.

DANIEL BURT.

FOURTHLY.

Hugh McCoy appeared, and, after being duly (affirmed) qualified according to law, testified:

First interrogatory. Did you, on or about the 31st day of August, 1831, send money by John Robins to purchase, at the land office at Zanesville, the west half of the southwest quarter of section number twenty-three, of township number one, of range number three, (military,) for your son-in-law, Thomas Scott? And did you go yourself on the 13th of September, 1831, to the register's office on business concerning the same land? Did you then and there converse with Thomas Flood, the register, on that subject? If so, state what that conversation was?

Answer. On the 30th of August, 1831, I sent by John Robins one hundred dollars for the purpose alluded to. Mr. Robins brought to me, on his return, the receiver's receipt for the money. Having been informed by Mr. Robins that Charles C. Gilbert claimed the land, and was keeping it for Wm. Sammons for two weeks, I went to the said register's office on the 13th day of September, 1831, where I found the said Charles C. Gilbert lying on a bed, and the said Thomas Flood sitting in a chair in the said office. I stated to the said Flood that I had come to see about the land for Thomas Scott, (the land referred to;) that I sent the money two weeks ago by Mr. Robins. The said Gilbert replied, "You can't have the land; I have located that land for James Sprague, and have promised to keep *it* two weeks for William Sammons." I then stated that the two weeks were up. I stated, at the same time, that Mr. Robins brought word that if Sammons failed, and I would pay twenty dollars, that the land could be had for Scott. I also stated that Scott was a poor man, and that the government price was full as much as the land was worth; also, that it was unjust to ask more for it. The said Flood replied, "Now. Mr. McCoy, let me speak a word: Scott is your son-in-law, and your daughter no doubt would like to be settled close by you, and you had better give Mr. Gilbert something; but, for my part, if Mr. Gilbert has a mind to raise his location, and let you enter the land, I have nothing further to say in it." I replied that I would not give it. After considerable altercation, Gilbert offered to take ten dollars, and I gave my note for that sum, payable to Gilbert, eight months after date.

Second interrogatory. Had you any further conversation with the said register on the subject of that land?

Answer. At the time, and when Flood gave to me a certificate of application for the land to take to the receiver, I asked the said Flood what kind of a title I would get for the land? and whether, as I supposed, it would be a soldier's right? He replied, "*It's none of your business what kind of a right it will be: you or Scott will get a right that will secure the land to you.*" I carried to the receiver the certificate of application, gave to him the receipt that Mr. Robins had brought me, and procured one in words and figures following, to wit:

"No. 3,468. RECEIVER'S OFFICE, *Zanesville, September* 13, 1831.

"Received from Thomas Scott, of Guernsey county, Ohio, the sum of one hundred dollars, being in full for W. ½ of the S. W. ¼ of section No. 23, township No. 1, range No. 3, containing 80 acres, at the rate of $1.25 per acre. $100.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Third interrogatory. Did you, from the conduct of the said *Flood and Gilbert* at the time, believe that they were engaged in speculating from purchasers of the public lands?

Answer. I did *then* and do *now* believe that they were; and my suspicions were, if possible, more fully confirmed on the 11th day of May, 1832, when I again went to that office, and found the same Gilbert lying on the *same bed*, and assisting Flood to transact my business of entering the east half of the northwest quarter of section nineteen, township number one, range number three, military. He took my money, assisted in hunting the land on the map, and, as I now think, filled up the certificate of application, and gave me *it*, and a scrip to take to the receiver's office, all in Flood's presence. And further I know not.

HUGH McCOY.

FIFTHLY.

David Burt, jr., who, having been duly sworn according to law as aforesaid, testified:

First interrogatory. Did you apply to Thomas Flood, register of the land office at Zanesville, for the purpose of inquiring after the situation of, or for the purpose of purchasing the southeast quarter of the northwest quarter of section number sixteen, of township number one, in range number three, military? If so, state the conversation and the time it took place.

Answer. On the 19th day of September, 1833, I did inquire of the said register, at his office, to know if the tract referred to could be had to enter? He answered, "I guess it *is* entered; do you want to enter it?" I informed him that I did not wish to enter it at that time, and stated that if it was *not* entered, I wanted to enter it in a few days, at which observation Flood walked off, and left me standing on the pavement at the door of the office, in such a manner as induced me to suspect that the land was not entered. I waited until the said Flood went away, and I went into the office, and found by a man that was in the office that the land was not entered; and on the 3d day of October, 1833, I again went to the said office, and applied to the same man that informed me the land was not entered, and got the grant to enter the land. Flood came in before the business was completed, and inquired what we were at. On being informed, he asked me what kind of money I had. I informed him, when he observed we will change it for you, saying it was not land office money. They gave me scrip, or land stock, with which I paid for the land, and procured a receipt, in words and figures following, to wit:

"No. 6,391. RECEIVER'S OFFICE, *Zanesville, October* 3, 1833.

"Received of David Burt, jr., of Guernsey county, Ohio, the sum of fifty dollars, being in full for the southeast quarter of the northwest quarter of section number sixteen, township number one, of range number three, military, containing forty acres, at the rate of $1.25 per acre. $50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Second interrogatory. Is the tract which is described in the receipt, of which the foregoing is a copy, the same tract spoken of by your brother, Daniel Burt, and by Thomas Marshall, *in* (the foregoing) their depositions?

Answer. Yes; I am satisfied of the correctness of that fact. And further I know not.

DAVID BURT, Jr.

SIXTHLY.

May 27, 1834.

William Salmans, of lawful age, who, having first been duly sworn as aforesaid, appeared and testified:

First interrogatory. Did you, on or about the 30th day of August, 1831, apply to Thomas Flood, register of the land office at Zanesville, to secure to you, for a short time, the west half of the southwest quarter of section twenty-three, of township number one, of range three, military? And if so, state the whole transaction?

Answer. On or about the 30th day of August, 1831, I applied to the said register for the purpose of getting the said land secured to me for the term of two weeks and one or two days, at which time I expected to have the money to pay for the land in question. Mr. Flood called on Charles C. Gilbert, from an adjoining room in the same office, (or building,) and stated that Mr. Gilbert was authorized to do such things; (that he had a right to secure lands by virtue of some *scrip*, (or soldier-right,) for, as I now think, the benefit of James Sprague. Mr. Gilbert proposed that, for thirty dollars in addition to the price of the land, he could (or would) secure to me the tract in question. I stated to them that I would not give that sum, for reasons that it was too much; having previously stated to them that I expected that a person, in a few days, would send on the money, or come himself to enter the same land. I left Messrs. Flood and Gilbert in conversation on the subject, and was absent attending to my horse about one hour, when I again returned to the register's office. Flood was present, and Gilbert, who was standing a short distance up the street, soon came in, and offered to secure the land as stated, *for that short time*, for twenty dollars. I then stated to them that I would go home, and, if I got the money according to my expectations, that I would come on at the end of two weeks, or thereabouts, and, if the land was then safe for me, that I would then pay the price of the land in money, and give to Mr. Gilbert my note for the twenty dollars bonus, or premium, to be paid (as I now think) in January, then next. Before I got the money, I understood that *Hugh McCoy* had sent on the money by John Robins, who I met going *to*, as I came from, Zanesville, and also had entered the said land for his son-in-law, Thomas Scott; and I therefore did not go, according to agreement, to enter or see further about the land.

Second interrogatory. From whom did you understand that the land in question had been entered as aforesaid?

Answer. I understood from Scott that *McCoy* had went *himself* to the land office, and entered the land for him, Scott, Robins not having effected the entry.

Third interrogatory. Did you at the time believe that they were asking you a higher premium, or bonus, in consequence of the information that you had given in relation to another person's intention to enter the land than they otherwise would have done? or did you understand that the bonus went to Sprague to benefit an old soldier? State what you understood at the time in relation to the subject.

Answer. Gilbert stated to me that, for twenty dollars, he would locate the land for Sprague, and that I should have it for $120. Flood and Gilbert both stated to me that the business was done by Gilbert for Sprague, and I did suppose that the twenty dollars would go to Sprague. I drew this inference from Gilbert's conversation. From the circumstance of first asking thirty dollars, and then coming down to twenty, I supposed it a speculation for the benefit of some one or more persons.

Fourth interrogatory. Did you inform Flood and Gilbert that the person who wanted the land, and who would bring or send the money to enter it, was Thomas Scott?

Answer. To the best of my recollection, on stating that I expected that another person *would* send or bring the money to enter the same land, Flood asked me *who* it was? I then stated that I expected that Mr. Robins would be there *either* on *that* or the next day, to enter a piece for himself, and would bring the money to enter the tract in question for Scott. I am satisfied that I did so inform them of the *fact*, inasmuch as I well recollect they were both acquainted with Mr. Robins, and Flood stated that Robins entered a good deal of land. And further I know not.

WILLIAM SALMONS.

SEVENTHLY.

John Robins came, who, being first duly affirmed, qualified according to law as aforesaid, testified:

First interrogatory. Did you, at the office of the register of public lands at Zanesville, *on* the 31st day of August, 1831, apply for and purchase from the United States, in your own name, and for your own use, the west half of the northeast quarter of section number two, of township number nine, of range ten, of Congress lands?

Answer. I did.

Second interrogatory. Did you, at the same time and place, apply for, and (at the request of Hugh McCoy, who sent the money by you for that purpose,) purchase the west half of the southwest quarter of section *twenty-three*, of township *one*, of range *three*, military, for and in the name of Thomas Scott?

Answer. I did.

Third interrogatory. Did you apply so as aforesaid, and purchase the two tracts referred to from the register, Thomas Flood, or did you transact your business respecting those purchases as aforesaid, with a clerk in the absence of the register?

Answer. When I inquired (on entering into the office) for the register, George H. Flood, who was present in the office, observed that he, (the register,) was not in; and stated, if I wanted any business done concerning the entering of land, that he was authorized to attend to it as well as his father. I observed that *that* was sufficient.

Fourth interrogatory. At the time you made application for, and purchased the two tracts referred to, did you examine the plats or maps on which those tracts were particularly laid down? Were those two tracts, or either of them, in any way marked at the time you first examined those maps with Flood to see if they were vacant? Please to state what you know in relation to their being marked at the time you applied for and obtained leave to enter them.

Answer. I examined the maps on which those two tracts were particularly laid down, and pointed them out on the plats, and inquired if they were vacant. The said George H. Flood and Wyllys Silliman, junior, were present and looking on at the same time. I saw no marks on either of them at *that* time, and they told me that they were vacant. I then requested certificates to take to the other office, which they gave to me, one in the name of Scott, and the other in my own name, both of which I delivered to the receiver, and took his receipt for the purchase money.

Fifth interrogatory. Did you return to the register's office on the same day, and did you so return immediately after having went to the receiver's office and paid to *him* the purchase money for the tracts referred to, and obtaining the receipts as aforesaid?

Answer. I did. Perhaps I was absent (not more than a half,) at *furthest*, not more than one hour, until I did so return; and having taken duplicate receipts from the receiver for the purchase money on each tract, one in the name of Scott, and the other in my own name, I delivered one of each to young Mr. Flood (or young Silliman) to be recorded, and kept my own, and carried it home with me.

Fifth interrogatory. What did you do with the receipt that you had *yet* in your hands in the name of Scott? Did you give *it* to Mr. McCoy, or did you give it to Scott on your return home?

Answer. I gave that to neither Scott or McCoy. I gave *it* back to Bernard Van Horne, the receiver, who was present, and had accompanied me from his office to the register's office.

Sixth interrogatory. Why did you return the *one* receipt which you had taken in the name of, and for the tract you had so entered for Scott, to the receiver?

Answer. Because Charles C. Gilbert objected to both of those entries on the grounds that he said he had "selected" those two tracts in question, in behalf of James Sprague, to satisfy a military land warrant.

Seventh interrogatory. Were the two tracts actually located by Gilbert, in behalf of Sprague, previous to making those entries by you? Did he show to your satisfaction that he was entitled to a preference? What evidence did Mr. Gilbert adduce to show that fact? Please to state what took place in relation thereto.

Answer. He did not satisfy me of that fact. When I returned and delivered the duplicate receipts as aforesaid to be recorded, Mr. Gilbert was present, and observed to me, "you cannot have that land. I have *selected* it to satisfy a warrant granted to James Sprague." He proceeded and read to me the warrant.

Eighth interrogatory. Was the reading of the warrant as aforesaid, and his assertion, all the evidence that Mr. Gilbert presented to satisfy you of his having located (or "*selected*") those tracts as aforesaid?

Answer. He also showed to me on the map an "S" marked on the plat of each tract as an evidence of his having so "*selected*" them. I observed to Mr. Gilbert that I knew James Sprague, and was satisfied that he had a warrant; *but* that I objected to those two letter "S's," which he called *a mark of selection*, as I did not see them at first when I made the application, and that "I thought I had as good a chance to see them *then* as now, *if they had been there.*" I reached my hand for the plat book which was then open in the hands of Gilbert. He gave to me the map or plat book that was so open in his hands, and I submitted the book to the inspection of young Flood, and Silliman, junior, for their decision respecting the said marks ("S's") having been there at the time we had first inspected the maps, and at which time I obtained the grant to enter the land; and both of those young men stated that they had not seen them, and that they believed that the land was vacant when I made the application. Young Mr. Silliman, in a *stern* voice, observed, "*Gilbert, when did you mark them?* I have not been out of the office." Gilbert observed, addressing himself, as I thought, more particularly to George H. Flood, "*I marked them last night when you was gone to supper.*" Young Mr. Silliman then asked Gilbert, "Who was at that time in the office?" Gilbert replied, "Old Mr. Flood."

Ninth interrogatory. Did you then give up the land you had entered in the name of Scott, or did Gilbert give up his pretended claim to those lands?

Answer. As I was fully satisfied in *my* mind that those letters ("S") had been made in my absence to the receiver's office, (and which was also confirmed by the opinion of those two young men in my favor,) I did then, and do now, believe that they were made in my absence for a pretence to make a speculation from McCoy (or Scott) and myself. I then observed to those young men that, *if* I was to be particular, I might have the gentleman qualified concerning those marks, as to the time when they were made. But as the land was of no great *value*, I would not make any disturbance in the matter, and that I could find other land as good, and perhaps better; and stated, at the same time, that if the tract that I wanted did not join other land of mine, that I would not pay fifty dollars for *it*, and pay the tax on it. At which Mr. Gilbert observed, "As you are an *old gentleman* for whom I have *great respect*, you may have the tract that *you* want for yourself." I then stated to him that Scott was a poor man, and "wish that you would be so kind as to let him have the other tract, that he might have a home." Mr. Gilbert replied, "A fellow by the name of William Salmons requested me yesterday to keep that tract for him two weeks, and he would give me, in addition to the purchase money, *twenty dollars*," and stated that he meant to keep the tract two weeks for Salmons; and, after that, if Scott would apply, and Salmons did not come, Scott might have the land. After which I gave the receipt spoken of to Van Horne, and he gave me a certificate in the name of Thomas Scott for money deposited to be delivered; which certificate I delivered to Mr. McCoy on my return home, and also stated to him what Gilbert had said on the subject. I also advised McCoy to *not* permit any speculation to be made from himself or Scott in that case.

Tenth interrogatory. What is the general character of the official conduct of Thomas Flood, the register of the land office at Zanesville, and those who are about his office almost continually, and apparently either employed by him or permitted to be there? Please to state what common report is, so far as you have knowledge on the subject.

Answer. From what I have *seen*, I am satisfied that they will make speculation from purchasers whenever they can, and I have heard *several* report the same opinion. And further I have nothing in my recollection to relate.

JOHN ROBINS.

EIGHTHLY.

May 28, 1834.

James Karr, of lawful age, who, having been first duly sworn according to law as aforesaid, testified:

First interrogatory. Did Thomas Flood, register of the land office at Zanesville, agree with you that, for and in consideration of a *bonus* of ten dollars, he would retain of the public lands at that time belonging to the United States for (the space of) one year, to give you an opportunity to make up the money to purchase the said land, to wit: the east half of the southwest quarter of section number seventeen, of township number one, of range number three, military?

Answer. He did agree to save the said tract for me one year, and I did pay him a bonus of ten dollars for so doing.

Second interrogatory. When was the agreement referred to made with said Flood; and when was the bonus paid; and did Mr. Flood reserve the land for you according to agreement, and did you ultimately get the said land?

Answer. The agreement was made in may or June, 1832. The bonus was paid at the time the contract was made. Flood did reserve the land for me until I got the money; and, on the 4th day of January, 1833, I went to the said register's office with my *son-in-law, John Newland,* and entered in the name of the said *John Newland, my son-in-law, and paid the money myself* for one-half of the said tract, being *forty acres,* off of the north end of the said tract, and entered the same in the name of the said John Newland, and procured the receiver's receipt for the purchase money in words and figures following, to wit:

"No. 5,275. RECEIVER'S OFFICE, *Zanesville, Janua'y* 4, 1833.

"Received of John Newland, of Guernsey county, Ohio, the sum of fifty dollars, being in full for the northeast quarter of the southwest quarter of section No. 17, township No. 1 of range No. 3, m'y, containing 40 acres, at the rate of $1.25 per acre. $50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

And on the 20th of May, 1833, I went to the said register's office, and entered and paid for the other half of the said tract in my own name, and procured the receiver's receipt in words and figures following, to wit:

"No. 5,911. RECEIVER'S OFFICE, *Zanesville, May* 20, 1833.

"Received of James Karr, of Guernsey county, Ohio, the sum of fifty dollars, being in full for the southeast quarter of the southwest quarter of section No. 17, township No. 1, of range No. 3, m'y, containing 40 acres, at $1.25 per acre. $50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Third interrogatory. Did the register, Thomas Flood, at the time you agreed with him to reserve the said tract of land for you as aforesaid, mark *that particular tract* on the map in the plat book in his office with your *name* or otherwise, that the same should appear as having been entered, when in fact the said land so marked had not been actually sold or entered?

Answer. At the time referred to, when the agreement was made, the marking of the tract on the map in the plat book was in part of the condition on which I agreed to pay the bonus of ten dollars. *He did* write my name on that particular tract on the map in the plat book in his office. I refused to give him the money until he did so write my name on the map, that the same should so appear to be entered as aforesaid. *This* was done to prevent any other person from entering the said land.

Fourth interrogatory. Did the said Flood enjoin secrecy on you in relation to this subject?

Answer. He did; after he wrote my name on the map, he said to me (after I gave to him the ten dollars,) "It's fixed now; go away, and say nothing about it." And further I cannot tell.

JAMES KARR.

THE STATE OF OHIO, *Guernsey County, ss:*

I, Isaac Wilson, of Jackson township, in said county, do hereby certify that Thomas Marshall, Samuel Dennis, Daniel Burt, David Burt, jr., Wm. Salmons, and James Karr, who have subscribed to the foregoing several depositions, were first each severally sworn according to law before me previously to their testifying as aforesaid; and that Hugh McCoy and John Robins were severally affirmed as aforesaid: also, that the said several persons each severally subscribed their names to their depositions before me after the same was so taken. Given under my hand and seal, this 28th day of May, 1834.

ISAAC WILSON, *J. P.* [L. S.]

ZANESVILLE, *Ohio, May* 31, 1834.

I hereby certify that the subscribing witnesses to the foregoing depositions were first duly qualified according to law. The interrogatories were then stated and proposed to the witnesses, and their answers severally committed to writing by me, and then read to the witnesses, and by them severally acknowledged to be correctly recorded as they now stand. Given under my hand and seal this 31st day of May, 1834.

JOHN BURWELL, *Commissioner.* [L. S.]

THE STATE OF OHIO, *Guernsey County, ss:*

Personally came before me, John Hunter, an acting justice of the peace in and for said county, Isaac Wilson, Esq., before whom the foregoing depositions appear to have been taken, and deposeth and saith that he is well acquainted with Thomas Marshall, Samuel Dennis, Daniel Burt, David Burt, jr., Hugh McCoy, William Salmons, John Robins, and James Karr, who are the subscribing witnesses to the foregoing depositions; and that he verily believes that they are severally entitled to full credit as to truth and veracity when giving in testimony on oath, as in the case of the foregoing depositions.

ISAAC WILSON.

Sworn to and subscribed before me, this 28th day of May, 1834.

JOHN HUNTER, *J. P.* [L. S.]

THE STATE OF OHIO, *Guernsey County, ss:*

I, Moses Sarchet, clerk of the court of common pleas for said county, do certify that Isaac Wilson and John Hunter, Esquires, before whom the foregoing testimony was severally taken and sworn, were, at the times and dates the same appear to have been taken, and still are, justices of the peace in and for said county of Guernsey, duly elected, commissioned, and sworn, according to the constitution and laws of said State of Ohio, to whose official acts full faith and credit are severally due.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court at Cambridge, this second day of June, in the year of our Lord one thousand eight hundred and thirty-four.

MOSES SARCHET, *Clerk.* [L. S.]

THE STATE OF OHIO, *Coshocton County, ss:*

Deposition of Mrs. Sarah Booth, of Oxford township, in the county of Tuscarawas, in the State aforesaid, (of lawful age,) having been first duly sworn according to law that she would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to her touching the public service. The following interrogatories were severally proposed to the witness, (by John Burwell:)

First interrogatory. Do you know whether any register or receiver of public moneys at any of the land offices of the United States, or either of them, have been guilty of fraud or partiality in the sales of public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I do not understand the laws of the United States which regulate those offices. All that I know in relation to their rules is, that on the eighteenth day of May, eighteen hundred and thirty-two, I went to the register's office at Zanesville to enter the northeast quarter of the southwest quarter of section number twenty-two, of the township numbered five, of range number three, (military) and which said land I did enter, and procured a receipt from the receiver for the purchase money, in the words and figures following, to wit:

"RECEIVER'S OFFICE, *Zanesville, May* 18, 1832.

"Received of Sarah Booth fifty dollars, to be applied to the entry of the N. E. ¼ of S. W. quarter of section No. 22, township No. 5, of range No. 3, m'y; when instructions are received under the act of 5th April last. $50.

"B. VAN HORNE, *Receiver.*"

Second interrogatory. When you went to the register's office as aforesaid, did you inquire of Thomas Flood, the register, anything in relation to the land on which Samuel McDoll Wilson was then living, (to wit, the northeast quarter of the northeast quarter of section four, township four, range three)? If so, please to state what the conversation was between yourself and the said Thomas Flood, register of that office, on the subject of *saving* the land for Wilson.

Answer. At the time, and at the register's office, when I entered my land referred to, (on the 18th day of May, 1832,) at the request of Mr. Wilson, I inquired of Thomas Flood, register, whether said Wilson, who was then living on the said land, could hold the same by *pre-emption* in consequence of his settlement on the land. At the same time I stated to said register that Mr. Wilson said that he had not money enough, and wished to secure the land. Flood (the register,) replied to me, "He cannot hold it by pre-emption right—any one can enter it that comes; *but* tell *him* to come and bring what money he has got, and we will save it for him;" and at the same time stated that a person, (whose name I do not now recollect,) whose name Flood mentioned at the time, was in the habit of saving land for people. On my return I informed Mr. Wilson what Flood said on the subject. And further I cannot say.

SARAH BOOTH.

Sworn and subscribed to before me, this 28th day of April, 1834.

JAMES LISK, *J. P.* [SEAL.]

Deposition of *Samuel McDoll Wilson,* of Wheeler township, in Guernsey county, (of lawful age,) who appeared, and was *also* duly sworn as aforesaid that he would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him touching the public service. The following interrogatories were severally proposed to the witness (by John Burwell):

First interrogatory. Do you know whether any register or receiver of public moneys at the land offices of the United States, or either of them, has been guilty of fraud or partiality, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I know of none.

Second interrogatory. Do you own and live *on* the northeast quarter of the northeast quarter of section numbered four, of township numbered four, of range three (military,) and did you request Sarah Booth, (as she has stated in your presence,) to inquire of Thomas Flood, register, respecting your pre-emption right to said land, and did she return to you the answer as stated in her answer to the second interrogatory in her deposition just taken in your presence?

Answer. I own and resided on the land referred to. I did request her to make the inquiry as she has stated in her testimony referred to. She did, on her return from Zanesville, inform me, as she has stated in the deposition referred to; which said deposition *has here* been taken in my presence and hearing. I did not go to get the land *saved* according to the request of the register, (Mr. Flood;) but, on the nineteenth day of October, 1833, I made up the money, went to Zanesville, and paid the money to the receiver, and entered the land in question.

SAMUEL D. WILSON.

Sworn and subscribed to before me, this 28th day of April, 1834.

JAMES LISK, *J. P.* [SEAL.]

Deposition of James Cook Colson, of Coshocton county, (in Adams township, of lawful age,) having been first duly sworn according to law as aforesaid, to make true, full, and perfect answers to all and singular the interrogatories that may be proposed to him touching the public service. The following interrogatories were severally proposed to the witness (by John Burwell):

First interrogatory. Have you known any of the public lands belonging to the United States to be sold at any of the land offices of the United States otherwise than for cash in ready money? If so, state

when, where, and by whom such sale was made: relate all and singular the circumstances in relation thereto, as near as you can.

Answer. On or about the last of March, eighteen hundred and thirty-two, (to the best of my recollection, on the 28th day of that month,) I went to the office of Thomas Flood, register of public lands at Zanesville, where I found the said register, with one or two young men, (one of whom was clerking) in the said office. I also, at the same time, saw in the said office Charles C. Gilbert, who was, at the time, writing at the table in the register's office. I asked Mr. Gilbert if the east half of the southeast quarter of section numbered three, of township numbered six, in range four, (military) was entered? The said Gilbert turned over some leaves in the map (or plat) book, which was lying at the time open on the table where he was writing, and, after examining the plat, said it was not entered, also said it was a large half quarter. I then asked the said Gilbert what he would take and secure that land, (meaning the tract referred to,) and wait with me one year for the money? He hesitated a short time, and then asked me how much money I had? I then showed to him all the money I had, amounting to twenty-four dollars and a half, (as near as I can now recollect). He counted over the money, and seemed to hesitate. I then told him that I would give him *all*, except enough to bear my expenses home. Said Gilbert then asked old Mr. Flood, the register, what he had better do? Flood said, "I think you had better risk it, and try for once what a poor man can do," and also observed to Gilbert, "you must not be too hard, he is a brother Yankee of yours." Gilbert then took twenty-three dollars of the money referred to, and told me that I must give him three securities; and asked me what men were living near to me? I then mentioned the names of several persons who resided in the same neighborhood with myself. Gilbert then looked over the plat book, and asked me what the circumstances were of several persons whose names were written on the plat book on tracts adjoining or near the tract hereinbefore referred to? After I had stated, as near as I could, what the circumstances of those persons were, he (Gilbert) chose Richard Taylor, Robert Corbet, and Henry Delong, who he required me to give as my securities for the faithful performance, on my part, to pay the money for the land in one year from that time. He then drew up an instrument of writing, binding myself and those three individuals above named to pay the sum of one hundred and fourteen dollars and fifty cents, being the amount of the purchase money to which the land came to at one dollar and twenty-five cents per acre, and gave the said article or obligation to me, and said I must take it home with *me*, and get those three men to sign the said instrument with *me*, and return the same to him, so executed, within three months, or forfeit the land and the twenty-three dollars. I took the said instrument or writing home, and signed the same, and procured the signatures of those individuals so named and *required* to the said writing as my securities, and returned the same within the time so required. When I sent the same to the said Gilbert, he sent (by the bearer, George Williams,) to me an instrument of writing wherein he bound himself (upon conditions that I, on my part, paid punctually, within the time stipulated, the purchase money) to secure the land to me; but if I failed, he was not bound, and I forfeited all. On the fourteenth day of March, 1833, I went to Zanesville to pay off my obligation so given as aforesaid for one hundred and fourteen dollars and fifty cents. I could not find Gilbert to receive the money: when I inquired for said Gilbert at the register's office, a man that was clerking in that office, who I informed that I had a piece of writing from Mr. Gilbert about a piece of land, asked to see the writing, and I gave it into his hand. When the clerk had read the same, he observed, "We sometimes do business for Mr. Gilbert:" he then informed Mr. Flood (the register) of my business. Mr. Flood then observed that there was a note in that case, with three securities; and also said, "I will attend to that." Said Flood (register) went and got the note, and gave it to the clerk, and I gave the money, one hundred and fourteen dollars and fifty cents, to the said clerk, and he gave me up the said note against myself and my securities. Flood said it was not all land office money, and the clerk said it would do. They gave me some papers, telling me, at the same time, to take them to the receiver's office, which I did do, and, at the same time, received from the receiver a receipt for the purchase money in words and figures following, to wit:

"No. 5,596. RECEIVER'S OFFICE, *Zanesville, March* 14, 1833.

"Received of James Cook Colson, of Coshocton county, Ohio, the sum of one hundred and fourteen dollars and fifty cents, being in full for the east half of the southeast quarter of section No. 3, township No. 6, of range No. 4, m'y, containing 91 60-100ths acres, at the rate of $1.25 per acre. $114.50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Second interrogatory. What did you pay in all for the land referred to? State the whole amount.

Answer. One hundred and thirty-seven dollars and fifty cents.

Third interrogatory. Do you know anything further in relation to rules and regulations adopted at that or any other of the land offices, not authorized by law?

Answer. I once saw in the hands of George Williams, a paper, the writing on which was in relation to a case of the same nature of this of mine. And further I know not.

Fourth interrogatory. What became of the obligation referred to, signed by yourself and those three securities, "Taylor, Corbet and Delong?"

Answer. After I paid the money, and got up that obligation, I burned the same in the fire in the grate in the register's office at the time.

JAMES COOK COLSON.

Sworn and subscribed to before me, this 28th day of April, 1834.

JAMES LISK, *Justice of the Peace.* [L. S.]

I also hereby certify that I am well acquainted with the witnesses, Mrs. Sarah Booth, Samuel D. Wilson and James Cook Colson, whose depositions have been taken before me, (by John Burwell, commissioner;) and that their character for truth and veracity is entitled to the fullest confidence, to the which I would testify on oath, but for the circumstance of particular engagements, and no justice of the peace near that I can possibly, under the circumstances, attend before to have such oath administered to me. I beg leave to refer the honorable Committee on Public Lands, for their confidence in this statement, to the Hon. David Spangler, M. C. from this district.

JAMES LISK, *Justice of the Peace.*

April 29, 1834.

DISTRICT OF THE STATE OF OHIO, *ss:*

I, John Burwell, of Muskingum county, and State aforesaid, do hereby certify that, after the witnesses had first been duly qualified, the within and foregoing interrogatories were by me severally reduced to writing, and proposed severally to the witnesses, each in succession as they stand in the catalogue of the within and foregoing depositions. *Also*, that the answers reduced to writing in succession, after each interrogatory, are the same as made thereto by the witness or witnesses respectively; and that each and *every* of the said answers were severally read to the witnesses making the same, after being recorded as they now stand, and were severally acknowledged to be correctly entered.

Given under my hand and seal at Zanesville, this 3d day of May, 1834.

JOHN BURWELL, *Commissioner.* [L. S.]

THE STATE OF OHIO, *Coshocton County, ss:*

I, John Fiew, clerk of the court of common pleas for said county, hereby certify that James Lisk, Esquire, before whom the foregoing depositions were taken, was, at the time thereof, and now is, an acting justice of the peace, within and for said county, duly commissioned and qualified agreeable to the constitution and laws of the State of Ohio, to all whose official acts as such full faith and credit are due.

In testimony whereof, I hereunto set my hand, and affix the seal of said court at Coshocton, this 3d day of May, A. D., 1834.

JOHN FIEW, *Clerk Common Pleas.*

THE STATE OF OHIO, *Tuscarawas County, ss:*

Depositions taken at Rogersville, in Bucks township, before Richard Cunning, a justice of the peace in and for said county, before whom the witnesses were first severally sworn according to law that they and each of them would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to them touching the public interest. After which the following interrogatories were severally proposed to the witness or witnesses in succession (by John Burwell).

FIRST.

May 1, 1834.

Michael Fetter, having been first duly sworn as aforesaid, the following were proposed to him:

First interrogatory. Have you known any register or receiver of public moneys at any of the land offices of the United States to be guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States? If so, state what you know in relation to the subject.

Answer. On the twenty-sixth day of November, 1832, I went to Zanesville, in company with Abraham Overholt, and applied at the register's office to Thomas Flood, the register, in his office, for the entry of the northeast quarter of the northwest quarter of section seven, township eight, of range three, military. Mr. Flood at the time had the plat book before him; he looked at the tract on the map, and informed me that I could have the land. I expected a few lines to take to the receiver's office, which was not handed to me according to my expectation. After waiting some time, and having noticed the clerk to leave the register's office, and no person appeared to attend to my business, I began to suspect that something was going on wrong; I rose up, and observed to Mr. Overholt, who was also entering land for Samuel Welty, "Let us go and pay our money where it ought to go; one bite is enough." On hearing my observation so made to Mr. Overholt, the register said, "We are doing this to get you off sooner, knowing you are in a hurry, and we can do the business so much sooner than you can." After this the *clerk* referred to, returned, and brought the receiver's receipt, showing that the land so applied for had been entered and paid for, to wit:

"No. 5,116. RECEIVER'S OFFICE, *Zanesville, November* 26, 1832.

"Received from Michael Fetter, of Tuscarawas county, Ohio, the sum of fifty dollars, being in full for N. E. quarter of N. W. quarter, section No. 7, township No. 8, range No. 3, military, containing 40 acres, at the rate of $1.25 per acre. $50.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

The said clerk, on producing the receipt of which the foregoing is a copy, demanded my money in payment for my land, stating at the same time that he had paid for *it*. I then gave to him my money, and took the receipt referred to.

Second interrogatory. Did you ask the register or the clerk referred to, to act in your behalf in respect to transacting the business of making your entry as aforesaid, or was it a voluntary transaction performed without your knowledge or consent?

Answer. I did not ask either of them to assist me in that respect. It was performed without my knowledge or consent at the commencement. The departure of the clerk, and the delay in the business before referred to, induced me to invite Overholt to go with me, "and pay our money where it ought to go," fearing that they would put in a scrip, and get my money, which was not my will to do so. My suspicions were confirmed by the remarks made by the register: "We are doing this to get you off sooner." When the clerk returned with the receipt referred to, I then acquiesced and paid to him my money, as they had paid for the land without saying anything to me on the subject.

Third interrogatory. Why did you remark that "one bite is enough;" and why were you fearful "that they would put in a scrip, and get 'your' money?" Please to state your reasons for those remarks, if such reasons you had.

Answer. The reason why I remarked that "one bite was enough," was, that I was present on the 30th day of January, 1832, with James Brewer, of Westmoreland county, Pennsylvania, at the time when he paid his money to Flood, and his clerk (or a person who was by *us*, at the time, taken to be his clerk, and whom, from information since acquired, I am induced to believe was Charles C. Gilbert), and entered the southwest quarter of section number fourteen, of township number eight, of range number three, military, in which case they put in a scrip, by reason of which Brewer lost one-half the land; and I was fearful they would serve *me* ; that I would have some *baffalation* concerning my title.

Fourth interrogatory. Were you present, and at all times with Brewer at the time referred to; and

did they substitute the scrip in place of his money without his knowledge and consent, in the case of his entry on the 30th January, 1832?

Answer. I went to Zanesville with Brewer at that time. I went with him to the register's office; while there he was not out of my presence, and could not have held any conversation upon the subject of scrip without my knowledge. They did, as I am informed, put in the scrip, by reason of which *Beninger* was permitted to enter the one-half of the quarter for which I saw Brewer pay to Flood and his said clerk the money at the request or demand of said Flood.

MICHAEL FETTER.

SECONDLY.

Michael Royer, having been duly sworn as aforesaid, was interrogated (by the same):

First interrogatory. Have you known any of the public lands at any of the land offices of the United States to be sold, otherwise than for cash in ready money? and if so, state at what office, by whom sold, and upon what conditions such sale was made.

Answer. On or about the first of November, 1831, I went to the register's office at Zanesville to know if the west half of the northwest quarter of section No. 8, of township No. 7, of range No. 4, could be entered. I applied to Thomas Flood, the register, who informed me that the said tract was not entered, and that I could have it to enter. I then informed the said Flood that I had only fifty dollars, and that I wanted to pay that sum, and to have six months' time to pay the balance or remaining fifty dollars. Flood then said to me, "Stop a little; there is a man that has just gone to breakfast; as soon as he comes he will make some arrangement." In a short time a slim, spare man, with green spectacles on, came into the office. Flood then said, "*This* is the man you have to bargain with;" when Flood made *this* remark, the man with the spectacles on asked me what I wanted. I informed him that I wanted the land referred to, and that I had fifty dollars, and could pay the balance in six months. He offered to take the fifty dollars down, and save the land for me by my paying sixty dollars within six months. I refused to pay the fifty down and pay sixty more in six months, making one hundred and ten for the land. He then offered to take the fifty down, and my note payable in six months for fifty-seven dollars, and drew up a note to that effect, and presented to me for my signature, which I did not wish to sign, and at which I hesitated; on which Flood, the register, arose from his chair, and told me to sign the note, that it was right so to do; that I could not get the land unless I did sign the said note; and also, at the same time, observed, if it was wrong he would not suffer it to be done in his office: upon which I signed the said note, and paid fifty dollars in cash. The man with the spectacles on gave to me a writing which I could not read, stating, at the same time, that the substance of the writing *was* that, if I paid the note off within the time, the land would be sure to me; but if I failed to be punctual to the time, that I should forfeit the land and all the money that I had then paid. In about one month after I gave the note, I was at Zanesville, and paid five dollars on the said note, and, on the 23d day of April, 1832, I sent the money by my brother, Samuel Royer, and paid off the note, and received a receipt in the following form, to wit:

"No. 4,083. RECEIVER'S OFFICE, *Zanesville, April* 23, 1832.

"Received from Michael Royer, of Tuscarawas county, Ohio, the sum of one hundred dollars, being in full for W. $\frac{1}{2}$ N. W. $\frac{1}{4}$ section No. 8, township No. 7, range No. 4, containing 80 acres, at the rate of $1.25 per acre. $100.

(Duplicate.) "B. VAN HORNE, *Receiver.*"

Interrogatory. Did you send by your brother Samuel the paper that you received from the man with the spectacles on; and did Samuel return to you the note you gave for fifty-seven dollars? If so, what has become of said note, if you can so state.

Answer. I sent the writing by Samuel, and he brought to me the note, and gave *it*, with the receipt referred to, to me; and I destroyed the said note.

MICHAEL ROYER.

THIRDLY.

Samuel Royer, having been duly sworn as aforesaid, the following were proposed, (by the same):

First interrogatory. Have you been present, and a constant observer of all the testimony given by your brother Michael? and, so far as his testimony has a reference to you, is that statement correct?

Answer. It is correct in relation to the business by him entrusted to me, and my performance for him.

Second interrogatory. What did you do with the money sent by your brother Michael? and how did you procure his note and receipt referred to?

Answer. I carried the paper and the money to the register's office, where I found sitting at the table in said office, Thomas Flood, the register, and a man with spectacles on, as described by my brother. I gave the paper (sent by Michael) to Flood, who, on looking at it, showed the said paper to the man with the spectacles on. This man took the paper, went out, and soon returned with the note; and I paid him the balance due on the said note of fifty-two dollars, and took up the note. They gave me some papers, telling me, at the same time, to take them to the other office; and I took those papers to the receiver, and he gave me the receipt, which, with the note referred to, I gave to my brother Michael Royer as he has stated.

Third interrogatory. Have you any further knowledge of any register or receiver who have been guilty of adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I have no knowledge of those offices except at Zanesville. I have been at the register's office at Zanesville three times: twice I entered land for *myself*, and once for Jacob Summers. I do not understand the law referred to.

Fourth interrogatory. At those three times that you entered land, did you pay your money at the receiver's office, or did you pay *all* at the register's office? and, if so, did you pay it to the register, or to some other person by and with his advice?

Answer. The first time Flood had nothing to say on the subject. The money was paid in his office, and Flood was present. The second time, the money was all good, and Flood, and the person with the spectacles on, persuaded me to give them the money, and take the scrip, and I did pay the money to the

spectacle man, and took scrip. The third time, the money was all silver except two one dollar notes. The man with the spectacles on said it would not go in the land office. Flood swore me. I paid the money in his office without his persuasion. And further I know not.

SAMUEL ROYER.

FOURTHLY.

John Dickey having been duly affirmed, according to law, to answer so as aforesaid, the following were severally proposed (by the same):

First interrogatory. Have you known any register or receiver of public moneys at any of the land offices of the United States to demand or receive from any purchaser or purchasers of the public lands fees or compensation for the performance of their official duties, not authorized by law?

Answer. None, except in one instance wherein I paid to Thomas Flood, register of the land office, ten dollars to secure a pre-emption right, which I claimed to the W. ½ of the northeast quarter of section four, of township seven, in range four; and which sum he afterward paid back to me again.

Second interrogatory. What were the circumstances under which you paid this fee? How came you to pay that sum to the register?

Answer. I resided on the tract referred to on the 10th day of July, 1832, and had for some time previously resided and made considerable improvements thereon. Henry Brant had entered this tract on the 17th May, 1832, without my knowledge and consent. I went to Flood for information on the subject of the pre-emption right, and he informed me that he would secure to me the pre-emption right for ten dollars. I paid to him the ten dollars; and also paid one dollar and seventy-five cents for drawing up the writings to be forwarded to the General Land Office, to prove my settlement on the land. Said Flood agreed to secure to me the land, and to secure me from all damages from Brant; he agreed to send me a letter to inform me of my prospects and his success. On or about the first of October I received a letter in the following words, to wit:

"REGISTER'S OFFICE, *Zanesville, July* 21, 1832.

"SIR: I have this moment received a letter from the Commissioner of the General Land Office confirming your claim to the land, provided you fill the requisites of the law; will inform Mr. Brant that he can have his money or apply to other lands. You had better come down immediately.

"Yours respectfully,

"THOMAS FLOOD.

"Mr. JOHN DICKEY."

On the 4th day of October, 1832, I attended at the said register's office to see about the business. Flood told me that the pre-emption right would be out the next day, but that he would keep the land for me. I then informed him that I had not received the letter until two or three days before that time, and therefore was unprepared, but could pay fifty dollars the next week. Flood said it made no odds, if I could pay ten dollars at a time send it on. On the 11th day of October, 1832, (seven days after this conversation,) I attended again at the register's office to enter the said land, and had with me all the money that I needed for that purpose. When I made my application to the said Flood for the purpose of making said entry, he then informed me that I could not have the land. His excuse was that Brant had called for his money or the land, and that he had to give it up to him. I then went home, and supposed that Flood had stated to me what was true, until the 28th of January, 1834, when I was informed that had I paid my money to the receiver at any time previous I could have had the land. But in consequence of Flood's statement I had parted with my money, and was unable then to procure that sum. At the time Flood informed me that he had given up the land to Brant, he paid back to me the ten dollars in two five dollar notes, one of which was good for nothing, (on the Bank of Steubenville.) And further I know not.

JOHN DICKEY.

FIFTHLY.

Joseph Canghnour, having been first duly sworn as aforesaid, the following were proposed to him (by the same):

First interrogatory. Has any register or receiver of public moneys at any of the land offices of the United States accepted a bonus in money or in the form of interest for securing particular tracts of land to such purchasers as would comply with the terms prescribed in this respect? Or have they or any of them demanded or taken fees from purchasers for performing their official duties, not authorized by law? If so, state what you may know in relation to the subject.

Answer. In May, 1830, (if I mistake not,) I called at the register's office at Zanesville, and applied to Thomas Flood, the register of that office, for the purpose of entering the east half of the northeast quarter of section number fourteen, township number seven, of range number four, military. By some means a mistake was made in the position of the quarter, and on examination in September following I found that I had entered the east half of the north*west* quarter of said section. I immediately applied to the said register at his office, to have, if possible, the error corrected. He informed me that I could have the error rectified, but said, "it would be some expense to me." He then drew up my affidavit, to which I placed my signature, and was sworn to before said Flood, as justice of the peace, who informed me that I must give to him my receipt for the purchase money, which I did do. At the same time, said Flood demanded from me about two dollars and fifty cents fees, for his trouble, which I paid. The affidavit, or writing drawn up so as aforesaid, I had to take to the neighborhood of the land, and get several persons to sign and to qualify to, stating the existence of the error, which was done, and the paper forwarded to Flood. On the 30th day of March, 1832, I again called on the register respecting this subject. He then informed me that he had written to the Commissioner of the General Land Office on the subject, and that he had not received an answer; and stated that I had better enter the tract first intended to be entered. I informed him that I did not feel myself able to enter both. Flood then stated to me that if I would pay him ten dollars that he would keep the land for me. I then paid him the ten dollars.

Second interrogatory. Had you settled on the land in question? Did Flood understand that fact? And was that the inducement on your part to comply with his demand, (to pay the ten dollars to save the land,) as aforesaid? And did the register mark the said land on the plat or map of survey with your name,

or o herwise, as having been entered, when in fact it had not been entered? If so, state what you know in relation thereto.

Answer. Before I discovered the error I had built a house on the land, presuming that I had it entered and paid for. Of this fact the register was by me informed at the time when I first applied to have the error corrected. Also, I had informed him of my inability to purchase both tracts at that time; and this circumstance was the only inducement, and that alone compelled me to pay this bonus. The said Flood did write on the said plat in a fine handwriting, "reserved," before it was entered. And on the 22d day of January, 1833, I went to the register with the whole of the money to pay for the land in question. The said Flood (register) informed me that my money would not pass in the land office, and told me that he would fix it for me. I gave him the money, (one hundred dollars;) the said Flood sent his clerk out, and in a short time the clerk returned and presented to me the receiver's receipt for the purchase money in the words and figures following, to wit:

"No. 5,349. RECEIVER'S OFFICE, *Zanesville, January* 22, 1833.

"Received of Joseph Caughenour, of Tuscarawas county, of Ohio, the sum of one hundred dollars, being in full for the east half of the northeast quarter of section No. 14, township No. 7, of range No. 4, military, containing 80 acres, at the rate of $1.25 per acre. $100.

. (Duplicate.) "B. VAN HORNE, *Receiver.*"

Third interrogatroy. Did the said Flood enjoin on you *secrecy* in relation to this transaction, or did he appear bold in the business, and seemingly care nothing about it? Please state what you know in relation thereto.

Answer. When I paid him the bonus, (the ten dollars,) he told me to say nothing about it—to let on that I had it *secure;* that he did not want any person to be pestering him by applying to enter it. He also put me off at the time that I paid for the land until we were alone. Further I know not.

JOSEPH CAUGHENOUR.

SIXTH.

May 2, 1834.

John Kern, having been first duly sworn as aforesaid, the following interrogatories were severally proposed to the witness, (by John Burwell:)

First interrogatory. Was you at the office of the register of public lands at Zanesville, on the 23d day of May, 1832, and did you see and converse with the register, Thomas Flood, on that day? Did you enter land at that time, and did you pay the money to the receiver? or did you pay your money to the said Flood, register, and did he furnish you with a scrip? What fees did he demand or receive from you on that occasion? Please to state what you know on the subject.

Answer. I was at the register's office at Zanesville on the 23d day of May, 1832. Thomas Flood, the register, was present; with him I did converse and transact the business of entering the northeast quarter of the northeast quarter of section twenty-three, township eight, of range number four; also, the southeast quarter of the southeast quarter of section number eighteen, township number eight, range number four, containing forty acres each: both of which said tracts I entered on that day. The said register requested me to show him my money. I did show to him the money: he said it was not land office money, and *also* said that he would "*fix it*" for me. Flood took the money and gave me scrip in place thereof, with which I entered the land. He swore me to an affidavit declaring the land to be for my own use, for which he made me pay to him fifty cents. At the same time I entered a tract of about forty-four acres for *George Bollman,* in township seven, range four, (and, as I now think, was a part of section three.) The said Flood demanded the money in this case also, which I gave to him. He said it was not land office money: likewise offered to "fix it" if I would give him two dollars. This I refused to do. He then sent (as I understood him to be,) his son to the receiver's office, and entered the land with scrip, in the name of Bollman, and kept the money.

Second interrogatory. Was the said Bollman at Zanesville on that day? Were you sworn anything in relation to the entry of the land of Bollman? Did you sign Bollman's name to an affidavit? If so, state the facts.

Answer. Bollman was not at Zanesville on that day. I left Bollman at home when I went, and found him there when I returned. I do not know that Bollman was ever at Zanesville until this spring. I did sign Bollman's name to a paper which the said Flood informed me was absolutely necessary to effect the entry. He asked me if I was willing to swear that Bollman wanted the land for his own use, and that there was no person living on the said land? I informed the said register that Bollman wanted the land for his own use, and that there was no person living on it. I told him that I did not wish to swear; but stated that I knew those facts. He then stated that I could not swear; that it would be improper for me to do so. Flood then went to writing, and said that he must certify to a *lie,* (and laughed heartily.) He charged me twenty-five cents fees in the case of Bollman, which I paid.

Third interrogatory. Did the said Flood, register, make any further remarks in relation to this subject? If so, state what further remarks he made that attracted your attention at that time.

Answer. When the boy had got out at the door to go to the receiver's office, Flood said to him, if they say anything at the other office, *tell* them that the man is tired (or sick.) He then remarked to me that when any person wanted to enter forty acre tracts they had better come themselves.

Fourth interrogatroy. What did you understand by those remarks: "I must certify to a *lie,*" "tell them that the man is tired, (or sick,") and, "they had better come themselves?" Please to state what your understanding *was* in relation to the meaning of those remarks.

Asnwer. I thought that he was doing something that was not just correct. I knowed it; but could not just tell what it was. Any further I know not.

JOHN KERN.

SEVENTH.

Henry Brant, having been first duly sworn as aforesaid, was also interrogated as follows, (by the same:)

First interrogatory. Have you any knowledge of the fact that any register or receiver of public moneys at any of the land offices of the United States has been interested with speculators or others who

have become the purchasers of the public lands, or shared with them in the profits arising from such sale, or taken a bonus, or charged fees, from purchasers to which they were not entitled by law?

Answer. Not that I know of. They might have done it, and I not know of it, because I know nothing about law, much.

Second interrogatory. Are you acquainted at the register's office at Zanesville, and with Thomas Flood, (late) register of that office? Have you had conversation with him on the subject of entering land? If so, state when, where, and what that conversation was.

Answer. On the seventeenth day of May, 1832, I sent by John King, and entered the west half of the northeast quarter of section four, township seven, range four, containing 89.25 acres. On the 19th day of July, 1832, I became acquainted with Thomas Flood, register of that office, and received from him a certificate in the following words:

"*July* 19, 1832.

"I, Thomas Flood, register of the land office at Zanesville, Ohio, do hereby certify that John King did not make oath that there was no person residing on the land that he entered for Henry Brant, which report is in circulation. The laws concerning such entries were not received at this office until three days after Brant's entry.

"T. FLOOD, *Register.*"

When I received from Flood the paper, of which the foregoing is a copy, he told me that he could do nothing for me until the 5th of October, and stated to me, if Dickey paid the money by that time, I would get the money, and if not, I would keep the land. On the 3d day of October, 1832, I again went to Flood's office. He then told me that Dickey had been there, and was to pay the money by the 5th. Flood asked me which I would rather have, the money or the land? I told him I was willing to take either. On the 6th day of October aforesaid, I again called to see about the business, and Flood then informed me that I must *keep* the land, that Dickey had failed to pay the money against the time. I never paid him any fees.

HENRY BRANT.

EIGHTH.

Christian Forney, having been first duly sworn as aforesaid, was also interrogated as follows, (by the same):

First interrogatory. Do you know of any register or receiver having accepted a bonus in money, or in the form of interest, for securing particular tracts of land to such purchaser as would comply with the terms prescribed to them in this respect? And if so, did such officer mark any part of the public lands laid down on the maps of survey in any manner which designated the land as entered, when in fact it had not been actually sold or entered? And what kind of mark was placed on such map? State what you know in relation to this subject.

Answer. On or about the last of March, 1832, Christian Burger employed me to go to the register's office at Zanesville to secure for him a piece of land, to wit: east half of the southeast quarter of section five, township seven, of range four: he gave me twenty-five dollars, and instructed me, if possible, to secure for him the land in question. I went to the register's office at Zanesville, and applied to Thomas Flood, the register, at the same time informed him that I had only twenty-five dollars of the money. Flood replied, you cannot enter it; you must get sombody to hold it for you. I asked him how? and he said "give me five dollars, and I will keep it two months." I then gave to the said Flood the twenty-five dollars, and he gave me a receipt in my name for twenty dollars, and also wrote my name on the map. I objected to having the land marked on the map in my name as the five dollars bonus was paid, and the deposit of twenty dollars was the money sent by Mr. Burger, for whom I was only acting as agent, and contended that *his* name should be on the map, as the *land* was for him. Flood said it would make no odds: when the other money came he would fix it then.

Second interrogatory. Did the register enjoin on you *secrecy* in relation to this subject? State what the facts in this respect were.

Answer. When I left the office, Flood walked with me down the street some distance, (perhaps one hundred yards or more,) and charged me not to go to the other office, or say anything about it, and told me to say when I returned home that I had entered the land. He also observed that, when the other money was ready, it would perhaps be better for me to come down and bring it. I then asked the said Flood how it would be if the man (Burger,) could not make the money against the time? He said, send down that receipt, and he could get back the twenty dollars on producing the receipt. I took the receipt, and gave it to Burger, and informed him what Flood said.

Third interrogatory. Has it been generally understood for several years past through this section of country, that people could get land "saved," "secured," "kept," or "retained," by paying some small sum at the register's office of five or ten dollars as a bonus until they could make up the purchase money? State what you know in relation to this subject.

Answer. I did not so understand it until about the time of this affair. Since that time, I have heard of *others*, and considerable said on the subject. And further I know not.

CHRISTIAN FORNEY.

NINTH.

Christian Burger, having been duly sworn as aforesaid, was also interrogated in the following manner, (by the same:)

First interrogatory. Did you employ Christian Forney to go to Zanesville and secure the land for you as he has stated? Was you satisfied with his transaction of that business?

Answer. I did so employ him. I was satisfied with him in that respect. I was not satisfied with Flood on account of his charging the bonus of five dollars.

his
CHRISTIAN × BURGER.
mark.

I hereby certify that Michael Fetter, Michael Royer, Samuel Royer, Joseph Caughenour, John Kern, Henry Brant, Christian Forney, and Christian Burger, were severally sworn, and John Dickey affirmed, before me, after which the interrogatories were severally proposed, and the answers taken down as represented in the foregoing depositions, and signed by the witnesses in my presence, as stated in the foregoing catalogue.

Given under my hand and seal, at my office, in Bucks township aforesaid, this 2d day of May, 1834.

RICHARD CUNNING, *J. P.* [SEAL.]

THE STATE OF OHIO, *Tuscarawas County, ss:*

Personally came before me, Joseph Caughenour, a justice of the peace in and for said county, Richard Cunning, Esq., who being duly sworn according to law, deposeth and saith that he is acquainted with Michael Fetter, Michael Royer, Samuel Royer, Joseph Caughenour, John Kern, Henry Brant, Christian Forney, Christian Burger, and John Dickey, all witnesses who have testified, and whose depositions are recorded in the foregoing catalogue of testimony; and that he believes that their, and each of their characters for truth and veracity, when under oath, is entitled to full credit. And further this deponent saith not.

RICHARD CUNNING.

Sworn and subscribed to before me, this second day of May, 1834.

JOSEPH CAUGHENOUR, *J. P.* [SEAL.]

STATE OF OHIO, *Tuscarawas County, ss:*

I, Joseph C. Hance, deputy clerk of the court of common pleas for the county of Tuscarawas, do hereby certify that the said Richard Cunning and Joseph Caughenour, before whom the foregoing depositions purport to have been taken, were at the time, and still are, acting justices of the peace within and for the county aforesaid, duly elected and qualified according to the laws and constitution of the State of Ohio; and that their official acts are entitled to full faith and credit as such.

In testimony whereof, I have hereto set my hand, and affixed the seal of said court, this third day of May, A. D. 1834.

JOSEPH C. HANCE, *Deputy Clerk.* [SEAL.]

DISTRICT OF OHIO, *ss:*

I, John Burwell, of Muskingum county, do hereby certify that, after the witnesses had first been duly qualified, the within and foregoing interrogatories were by me severally reduced to writing, and proposed severally to the witnesses each in succession as they stand in the catalogue of the within and foregoing depositions. Also, that the answers reduced to writing in succession, after each interrogatory as hereinbefore recorded, are the same as made thereto by the witness or witnesses respectively; and that each and every of the said answers were severally read to the witness making the same, after being recorded as they now stand, and were severally acknowledged to be correctly entered.

Given under my hand and seal at Zanesville, this 12th day of May, 1834.

JOHN BURWELL, *Commissioner.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of James G. Hilton, of Zanesville, in said county, of lawful age, having been first duly sworn according to law, before Anthony Wilkins, Esquire, that he will true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him touching the public service. The following were severally put to the witness, by John Burwell:

First interrogatory. Do you know whether any register or receiver of public moneys at any of the land offices of the United States has been guilty of fraud or partiality in the sales of public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I do not.

Second interrogatory. Do you know anything in relation to the system of retaining land, saving land, or securing land, as it is called, said to be practiced at the register's office at Zanesville?

Answer. Of my own knowledge I know nothing.

Third interrogatory. Have you any knowledge of any register or receiver as aforesaid having taken fees for the performance of their official duties not allowed by law?

Answer. I know not what the law does allow them. I have never been in the habit of frequenting those offices, except in a few instances on business.

Fourth interrogatory. Do you live in that part of the town, and near the register's office? Are you in the habit of passing frequently, and do you know whether George H. Flood was clerking in that office in 1831?

Answer. I live in that part of the town. I think he was; I am positive of it.

Fifth interrogatory. Have you any knowledge of the trade in scrip? Can you state anything in relation to that business, how it is carried on, and by whom? If such is within your knowledge respecting the proceedings at that office, state the same.

Answer. In eighteen hundred and thirty-two, I was an acting justice of the peace at Zanesville. Thomas Flood, the then register of the land office, called on me to attend at his office for a few days, while he was to be absent, for the purpose of swearing persons that were applicants for forty acre lots, as prescribed by law. I remained there for about ten days during the absence of the register. Mr. Charles Stetson was, at all times, a constant attendant at the register's office. I have frequently seen said Stetson receive the money from purchasers, telling them to remain in that office; and that he, Stetson, would bring them their certificate from the receiver, stating, at the same time, that the receiver was not in, and that he, Stetson, done business for him, the receiver, in his absence. The papers or certificates of purchase, were uniformly returned by said Stetson, to the purchaser.

Sixth interrogatory. Do you know or believe that the receiver employed Mr. Stetson to transact business for him as aforesaid? or do you not believe and know that the receiver was at home at the time, and attending to the business of his office, by the handwriting on the certificates returned?

Answer. I do not know or believe that Mr. Van Horne, the receiver, ever employed or permitted Mr. Stetson to transact the business for him. The certificates were uniformly in the handwriting of the

receiver; therefore, I know he was attending to his official business; and I frequently saw him at his own and at the register's office.

Seventh interrogatory. What induced Mr. Stetson to attend to the business of those purchasers? what was his profession? Please to state what you know in relation to his motive.

Answer. Mr. Stetson is, by profession, an attorney at law. The inducement to attend to this business, I presume, was to pass off his scrip for money. I know of no other motive.

Eighth interrogatory. Was Thomas Flood acquainted with the proceedings of Mr. Stetson as aforesaid? and do you not know that Mr. Stetson has been in the constant habit of attending at that office for the purpose of passing off scrip, until the office of register became vacant within a few days?

Answer. I pass that office *generally* several times in a day. I have not seen Mr. Stetson pass off scrip. I have seen him have scrip, and I *almost* always see him at the office as I pass; but as I only pass by, had no opportunity of knowing what was going on *in* the office. Mr. Stetson occupies Mr. Gilbert's office, which is under the same roof with that of the register. J. G. HILTON.

Sworn and subscribed to before me, this 21st day of April, 1834.

ANTHONY WILKINS, *Justice of the Peace.* [L. S.]

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of George H. Hilton, of Zanesville, in said county, of lawful age, having been first duly sworn, before Anthony Wilkins, Esq., that he would true, full, and perfect answers make to all and singular the interrogatories which may be proposed to him touching the public service.

The following were proposed (by John Burwell:)

First interrogatory. Do you know whether any register of the land offices of the United States, or receivers of public moneys at any of those offices, have been guilty of fraud or partiality in the sales of public lands at public or private sale, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I believe the register of the land office at Zanesville, Thomas Flood, has been guilty in many instances.

Second interrogatory. What grounds have you to believe that Thomas Flood, as register of the land office at Zanesville, has been guilty so as aforesaid? Please to state what you know in relation to the subject?

Answer. I was employed by Thomas Flood, then register of the land office at Zanesville, as a clerk in that office for about the space of nine months *prior* to the third day of January, eighteen hundred and thirty-three; and during that time, I have known the said Flood to take small sums of money from persons who applied to him for the purpose of saving land, and then mark on the particular tract on the plat so applied for, "retained;" after which he would make out an application, and take the affidavit of the person, and *those* papers Flood generally took from the office to his own house. I think in most cases the applicant took a receipt for the money paid.

Third interrogatory. Were those small sums of money received by the register taken as a *fee* for keeping the land back from a fair competition in the market? and did other persons apply for those lands, or any of them; and did the register remark to such second applicant that the land was entered or "retained?" State what you know.

Answer. I understood that the money was paid as a deposit in part payment for the land. *Generally,* in those cases, the register and the applicant would go out of the office and hold a private conversation; then come in and transact the business as aforesaid, and go out and hold another private conversation. I have no distinct recollection of any particular case of second applicants where lands were thus marked "retained." When persons came to enter land, on looking over the plats, if the tract so marked attracted attention, I informed such persons that the tract, as I supposed, was entered, and the name had not been, as yet, placed there.

Fourth interrogatory. If those persons came and paid up for those tracts marked as aforesaid, who received the money? and was it paid into the hands of the receiver, or was it kept by the register? Who paid the receiver; or how were the certificates of purchase procured, and by whom? If you can so state, please relate the process of operation relative to those cases.

Answer. In some instances persons would send the remainder of the purchase money; and that part already in the hands of the register was added. Sometimes *I* went and paid the receiver, and sometimes Esquire Flood went himself. When the person was himself present, the papers were given to him, with the money deposited, and he went *himself* to the receiver.

Fifth interrogatory. Have you any knowledge of the fact that any register or receiver as aforesaid has, at any time, been interested with speculators or others, who became the purchasers of the public lands so marked, or shared with them the profits arising out of such purchases?

Answer. I have no knowledge respecting the conduct of other officers, excepting the said Flood, in this respect, and I never saw Mr. Flood receive any money immediately from speculators, except a fee for swearing persons to the affidavit as a justice of the peace, in cases where lands were to be entered with scrip.

Sixth interrogatory. What sum of money did this fee that you mention consist of?

Answer. He received from those who were speculators in scrip fifty cents, and twenty-five cents from those who paid the money and entered forty acre tracts.

Seventh interrogatory. By "speculators in scrip," do you mean persons who came to purchase land with scrip, or do you here refer *only* to persons who attend at the register's office to convert scrip into money?

Answer. By "*speculators,*" I mean those who were engaged in converting scrip into money at that office.

Eighth interrogatory. Was Thomas Flood, the register, engaged in converting scrip into money? Was he interested in passing off scrip? Did he assist in procuring the money from the purchasers of the public lands to be paid into the hands of those speculators? and, if so, state to whom such agency was afforded.

Answer. I cannot say that he was himself immediately engaged in converting scrip into money. He was interested in getting scrip passed off, as he received fifty cents fees on every entry made with scrip, which he did not receive when the land was paid for in money. He did assist in procuring the money to

be paid by the purchasers into the hands of Charles Stetson, who constantly attended at that office for the purpose of passing off scrip. Flood would say to the purchaser, "give this man" (referring to said Stetson) "the money, and he will pay for the land, and bring you the receiver's receipt," and the purchaser would give Mr. Stetson the money. Stetson would then give to said Flood fifty cents for the scrip affidavit.

Ninth interrogatory. At whose expense was this fifty cent fee paid—by the purchaser or the speculator? If you can so state, please to answer that fact.

Answer. The speculator always paid this fifty cent fee, when the purchaser paid the money at the time the entry was made. When the purchaser procured a credit from the speculator in scrip, (which was frequently the case,) the purchaser, in those cases, paid the fifty cent fee. Those cases of credit to the purchasers were not (to my knowledge) given by Mr. Stetson at any time.

Tenth interrogatory. In those cases of credit you refer to by the speculators to the purchasers, were the entries made at the time such credit was given? Were any of those tracts marked on the plats prior to making of such entry, or any of them, and, if so, by whom were those tracts marked on the plat or plats, and for what purpose were such marks placed on the plat? If you can so state, relate the whole subject.

Answer. In relation to the entries referred to, on which the purchasers obtained a credit, the entries were made at the time, and those lands were paid for in scrip by the speculator. I have no recollection of any of those tracts being marked prior to the entry being made. There were other cases, however, where credits were given, and the plats marked, and to which I had no reference in answering the question, "at whose expense the fifty cent fee" was paid.

Eleventh interrogatory. In those cases where a credit was given, and the plats marked, by whom were those credits given; by whom were the plats so marked, and for what purpose were they marked; and what kind of mark was so placed on the plat as aforesaid? If you can so state, relate the whole circumstance; the process by which those proceedings were had, and who was concerned in such practice or practices.

Answer. While I was employed as clerk at the register's office, in several instances persons came to pay Charles C. Gilbert money for lands which they stated to me had been entered one year before that time. On turning to the plat I found the person's name in Mr. Gilbert's handwriting on the plat of the tracts described. On looking over the tract book, I could not find that the lands were entered. When I so informed those persons that there was no entry made on the books, I learned from those persons that one year before that time a contract had been entered into with Mr. Gilbert to enter the land in question, and that the purchaser had given to Gilbert his note, payable in one year; that the time was up, and that he had come to pay the money. In *those* cases the purchasers went to Gilbert, and the said Gilbert came with the purchasers to the register's office, where the money was paid by the purchaser to Gilbert, the obligation destroyed, and the application made out by Gilbert, and the entry made (in the name of the purchaser) on the same day the money was so paid.

Twelfth interrogatory. Did you see the money paid and the obligation destroyed in those particular cases?

Answer. Yes.

Thirteenth interrogatory. Was the register present at the time last referred to? Was he acquainted with those, or any other circumstances in which Mr. Gilbert gave a credit, and marked the plats so as aforesaid? And did the register, Mr. Flood, permit Mr. Gilbert, knowingly, to do those things in his office?

Answer. It appeared so to me, as I know Mr. Flood saw, in one particular instance, the name was written on the plat before the application was made for the entry. I also know that Mr. Gilbert had access to, and was frequently looking over the books and plats in that office; and I also know that the money was frequently paid in presence of the said Flood, by the purchaser to Gilbert, and the obligation destroyed, *all* in his presence, without any objection on the part of the register.

Fourteenth interrogatory. Do you know what induced Mr. Gilbert to give those credits? Did he receive a premium or bonus for securing those lands? If so, did the register participate in making those contracts or procuring them to be made? If you know anything in relation to this subject, state the same?

Answer. The bonus for securing lands received by the speculators was from ten to twenty dollars on the hundred. Such was Mr. Gilbert's practice as I then understood. I have no recollection of any participation by the register in making any contract between Mr. Gilbert and any other person; neither do I know whether the register received any part of the bonus from Mr. Gilbert. I have known the said Flood to assist in making contracts between other speculators and purchasers; but in those cases the lands were entered at the time when the contract was made, and the plats not marked before the *entries were made.*

Fifteenth interrogatory. Who were those "other" speculators alluded to in your last answer?

Answer. E. Buckingham, jr. and Company, Daniel Brush, and Dr. Jonas Stanbery.

Sixteenth interrogatory. Did those last-named speculators receive facilities through the register, Thomas Flood, for which he, the said register, received a remuneration in money or otherwise?

Answer. I have no knowledge of other facilities than those named, as I have before stated, in which Flood assisted in making contracts; except in an instance where, for about the space of three months, I was engaged in passing off scrip for Mr. Brush, in which the register assisted me by saying to the purchaser, "Give your money to that young man, and he will attend to the business for you:" by which the money came to my hands, and I applied the scrip in payment for the land. I received a compensation for passing off the scrip, by reason of which I served as a clerk in the register's office for less wages than I otherwise would have done. After the passing off scrip ceased with me, I received the fees for plats, field notes, and examining maps, &c., which Mr. Flood reserved to himself while I was passing scrip.

Seventeenth interrogatory. Do you know of any other facilities wherein persons speculating in scrip, or otherwise, received facilities through the said Flood by reason of and for which he was compensated?

Answer. I recollect one very rainy night a man came to enter two half quarters of land. Flood demanded of the applicant to see his money, which the purchaser handed to him: after looking over the money, Flood said it was not all land office money, and sent me up to Mr. Stetson to tell him to come and change scrip for the money. Stetson came and took the money, and gave the scrip in payment for the

land, and brought to the purchaser the certificates from the receiver. In this case Flood received fifty cents fees on each half quarter for the affidavits, making one dollar. I also knew said Flood, in many instances, (when purchasers came to enter land, and Mr. Stetson happened to be absent from the register's office and in *his* office, which is under the same roof,) to go and tell Stetson that there was a man in the office that wanted to enter land; to come and take his money and pay it out. Stetson would come in and take the money, and apply the scrip in payment for the land. Whether Flood received any further compensation than the fees for the affidavit I am not able to say.

Eighteenth interrogatory. From the manner in which Mr. Gilbert and Mr. Stetson as aforesaid were received and permitted by the register to conduct *in* that office, might not a stranger coming there to purchase land have taken those persons for clerks, or even principal, in the said office?

Answer. Yes. Mr. Stetson frequently filled up applications, affidavits, examined the maps, and examined the books in the office as though he was clerk or principal. A stranger might *well* suppose he belonged to the office.

Nineteenth interrogatory. Do you know anything in relation to speculations at that office in scrip or forfeited land stock, in which the said register in anywise participated, other than those before stated? If so, state what you know on the subject.

Answer. There was one instance in which the register received from Wyllys Silliman a certificate of forfeited land stock for about sixteen dollars. Flood held Silliman's note for about twenty dollars, which he bought for five, from an old man. Mr. Silliman made the assignment on the certificate to the United States. Flood gave the note for the certificate. Flood did not appear in the transaction on paper. At the request of the register I passed off the stock certificate in payment for land, and handed over the money to Flood. I do not recollect anything further in relation to scrip.

Twentieth interrogatory. Can you state the names of those individuals to whom Mr. Gilbert gave the credits, took their obligations, and marked the plats? Can you state any of their names? If within your recollection, name them.

Answer. At the time I understood their names, and presume I then recorded them in the books; but they were strangers, and I do not recollect at this time any of their names. But I have a perfect recollection of the circumstances.

Twenty-first interrogatory. In those transactions you have mentioned respecting fifty cent fees from the speculator, and twenty-five cents from purchasers of forty acre tracts, do I understand you to say that in those cases when forty acre tracts were entered with scrip, that the register received twenty-five cents from the purchaser, and fifty cents from the speculator, making, in all, seventy-five cents on each tract?

Answer. When cash was paid for a forty acre lot, the purchaser paid twenty-five cents for the affidavit required by law: in those cases the register received only the twenty-five cent fee; but if scrip was substituted in place of money in payment for the land, *then* the register received twenty-five cents from the purchaser, as before stated, for the affidavit required by law, and *also* fifty cents from the speculator for a scrip affidavit, making, in all, seventy-five cents.

Twenty-second interrogatory. Do you mean to convey the idea that the register made fifty cents more on every entry made with scrip than he made on those where the money was paid to the receiver, and therefore he was interested to the amount of fifty cents on every tract where scrip was substituted in place of money in payment for land?

Answer. Though I intended to convey no particular idea other than a simple narration of the facts in answer to the interrogatory proposed, yet such is the fact, that the register did make fifty cents more on every tract where scrip was substituted in payment than where money was paid for land.

Twenty-third interrogatory. Did the register, Thomas Flood, manifest particular anxiety to have scrip passed off in and about his office?

Answer. He did.

GEO. H. HILTON.

Sworn and subscribed to before me, April 22d, 1834.

ANTHONY WILKINS, *J. P.* [SEAL.]

May 7, 1834.

George H. Hilton, who testified, answered, and signed to the foregoing interrogatories, was this day brought forward, and *again* sworn as aforesaid, after which the said witness was interrogated (by the same):

Twenty-fourth interrogatory. Do you know anything in relation to a certain sign said to have been used at the office of Thomas Flood, register of the land office at Zanesville, that was frequently placed at or near the door of that office? And if so, please to state all you may know in relation thereto? Of what did such sign consist; who constructed, who directed the making, how, and for what purpose was it used? If you can so state, relate all the circumstances in relation to the making, the materials, the using, the purpose, and by whom, and for whose benefit the same was used.

Answer. I know that there was a sign *kept* at that office; at the instance of the register, Mr. Charles Stetson furnished a part of an old bonnet, consisting of pasteboard and black silk, of which Mr. Stetson and myself constructed the sign by cutting it into a square form. Mr. Stetson cut a hole through it to hang on a nail near the door on the outside of the office:—the front of the office was painted white. The sign of the pasteboard covered with black silk was hung out by order of the register directing me to do so. Also, it was frequently hung out by the register himself to notify Mr. Stetson, (who was concerned in the scrip trade), to come to the office whenever purchasers came to enter land.

Twenty-fifth interrogatory. Do you know anything in relation to making affidavits (said to be made,) at the said office, whereby a person was represented to have sworn and subscribed to an affidavit, when in fact the person whose affidavit the same purported to be was not present, and had no hand in subscribing to, or testifying to such pretended affidavit? If so, state how and by whom made.

Answer. I do know that such affidavits were made. A person sometimes would apply to enter land for another. The register (or the clerk at the office by his direction) in those cases filled up a printed blank in the same manner as though the purchaser had been present; the agent signed the name of the absent purchaser to the affidavit; Flood swore the *agent*, and certified the affidavit as a justice of the peace. The affidavit, when so made, appeared as though the person in whose name the land was entered

had been *personally* present, and *wrote* his own signature, and been qualified to the truth of what was therein set forth, when in fact he never saw the said affidavit.

Twenty-sixth interrogatory. Do you know anything in relation to the practice said to have been adopted at the said register's office, by which purchasers of land were made to sign an affidavit containing an assertion that they wished to apply a certain military land scrip in payment for the tract they were entering, to which said affidavit they were sworn, (by the register, acting as a justice of the peace,) without knowing or hearing of scrip at the time?

Answer. Yes. In those cases the register inquired of the purchaser whether there was any person living on the land? If he replied there was not, he would then swear him to it without the affidavit being read to him.

Twenty-seventh interrogatory. Was this a common practice pursued at that office for the purpose of enabling Mr. Stetson and others to convert scrip into cash without communicating a knowledge of the design to the purchaser, and to cause the scrip to pass at the receiver's office?

Answer. I so understand it. The practice was frequently resorted to while I was clerking at the office.

Twenty-eighth interrogatory. Do you know anything further in relation to such practices at that office?

Answer. At this time I have no further recollection of any.

Twenty-ninth interrogatory. Are the local situations of the said register's office, and the residence of Mr. Stetson, such as to enable Mr. Stetson when at his residence, by looking towards the place, *could he* [to] discover the sign referred to, (when on the nail at or near the door at the usual place for it to be hung,) when purchasers came for land?

Answer. Yes.

GEO. H. HILTON.

Sworn and subscribed to before me, May 7th, 1834.

ANTHONY WILKINS, *J. P.*

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of Solomon Sturges, of Springfield township, in said county, (of lawful age,) having been first duly sworn according to law, that he will make true, full, and perfect answers to all and singular the interrogatories that may be proposed to him touching the public service:

The following interrogatories were severally proposed to the witness, (by John Burwell:)

First interrogatory. Do you know whether the registers of the land offices and receivers of public moneys at any of the land offices of the United States, (in this State,) or either of them, have, in violation of law and their official duties, demanded or accepted a bonus or premium from any purchaser of the public lands at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States?

Answer. I do not.

Second interrogatory. Do you know whether any register or receiver of any of the land offices aforesaid has been guilty of fraud or partiality in the sale of public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I know of none.

Third interrogatory. Have they demanded of the purchaser or purchasers fees or compensation for the performance of their official duties not authorized by law? If you have any knowledge of the existence of such fact, please state the same.

Answer. I know of none.

Fourth interrogatory. Have any of the registers or receivers as aforesaid been interested with speculators or others, who became the purchasers of the public lands, or in any way shared with them the profits arising out of such purchase or purchases, other than their lawful fees? If you have such knowledge, please state what you know in relation to the subject.

Answer. I know of none.

Fifth interrogatory. Are you acquainted at the register's office at Zanesville, and with the late register, Thomas Flood? And if so, have you any knowledge of the practices said to be pursued at that office in relation to scrip speculations? Was the said register at any time concerned in speculating by passing off scrip, or has the same been permitted by him to be done in or at his office by his clerk, clerks, agent, agents, or dependents, or either of them? If such is within your knowledge, please state the same.

Answer. I am acquainted at the register's office at Zanesville, and with the said register. Immediately on the first issuing of military bounty land scrip late in the year eighteen hundred and thirty, or early in eighteen hundred and thirty-one, I placed in the hands of George H. Flood, Esq., the son of the register, some of said scrip to be sold, for which I was to allow him a commission; that, some time afterwards, as well as I can recollect, within a few months, the said George informed me that he was advised that it was not proper for him to have anything to do in it. Since that period he has not been so employed, or any other clerk of said Flood; but have since employed Mr. C. C. Gilbert and Mr. Charles Stetson to sell scrip for me, their office being adjoining and under the same roof with the register's office. I believe *they* have, in some instances, been permitted to sell scrip within the register's office.

Sixth interrogatory. Did you not employ George H. Flood to pass off scrip as aforesaid, by and with the advice and consent of his father, the register?

Answer. As far as I can recollect, his father did not advise, but I believe it was with his knowledge.

Seventh interrogatory. Have you not had conversation with Thomas Flood, the said register, wherein you informed him that there were reports in circulation prejudicial to his official character; and did you not caution him on the subject, and did he not treat such advice indignantly or roughly?

Answer. I do not recollect any particulars of such conversation.

Eighth interrogatory. Do you not know that charges have been frequently made against the official conduct of the said register by persons who have attended at his office to enter land?

Answer. I do not.

Ninth interrogatory. Do you know anything further in relation to the official conduct of the said register, as to his official conduct, not warranted by the laws of the United States?

Answer. I am not able to state any.

Tenth interrogatory. Do you know anything in relation to the official conduct of any receiver of public moneys? Have they, or any of them, been concerned in speculating upon the funds paid into their hands for the public lands? Have they, or any of them, sold good funds, and placed funds of less value in the place thereof, to the injury of the United States?

Answer. I do not.

SOLOMON STURGES.

Sworn and subscribed to before me, this 24th day of April, 1834.

WM. H. MOORE, *Justice of the Peace.* [L. S.]

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of Jonas Stanbery, sen., of Zanesville, in said county, of lawful age, having been first duly sworn according to law, before Anthony Wilkins, Esq., that he would true, full, and perfect answers make to all and singular the interrogatories that shall be proposed to him, the following interrogatories were proposed to the witness, (by John Burwell:)

First interrogatory. Do you know whether any of the registers of the land offices of the United States, or receivers of public moneys at those offices, or either of them, have been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I do not, except it has, in some cases, been the practice adopted at the register's, Thomas Flood's, office at Zanesville, to take the affidavit of agents who applied in behalf of absent persons to enter forty acre lots.

Second interrogatory. Was this practice adopted by the register, Thomas Flood? Were those persons legally agents for the absent persons referred to, or were they only entrusted, as it were, by one neighbor to do an errand for the other? Was the name of the absent person signed to those affidavits, and sworn to by the agent alluded to? Did the affidavit, when completed, purport to be the affidavit of an individual who never had seen it, or knew, at the time of the making of the said affidavit, anything in relation to the existence of the same? Please to state the whole transaction as it occurred.

Answer. It has to my knowledge, in some cases, been the practice with the register, Thomas Flood, to take the affidavits of agents, who applied in behalf of absent persons, for forty acre lots; but whether such agents were legally authorized, I know not. I am not positive whether the names of the agents, or the names of the absent persons for whom the entries were made, were signed to the affidavits. I am, however, under the impression that the names of the *absent* persons were signed to the affidavits by the agents.

Third interrogatory. Did you not suggest to the said register the impropriety of such a course of proceedings?

Answer. I did.

Fourth interrogatory. Is it not necessary, in all cases, in making those entries, that the affidavit should correspond with the application in respect to the name of the person or persons in whose name the entry is so made?

Answer. I so understand it.

Fifth interrogatory. Have you known any instance wherein any register or receiver as aforesaid, have marked any part of the public lands laid down on the maps of survey "sold," or in any other manner which designated the land as entered, when, in fact, the lands so marked had not been actually sold or entered?

Answer. I have no personal knowledge of any such fact.

Sixth interrogatory. Have you any knowledge of the fact that any register or receiver as aforesaid has, at any time, been interested with speculators who became the purchasers of the public lands, and shared in the profits arising out of the sales or purchases of any lands sold at public or private sales by the United States?

Answer. Thomas Flood, register of the land office at Zanesville, charges seventy-five cents for the affidavits where forty acre tracts are entered with scrip.

Seventh interrogatory. Have you any knowledge of any lands having been sold at public or private sale as aforesaid, otherwise than for cash in ready money?

Answer. I have no personal knowledge of such transaction.

Eighth interrogatory. Have you not, from your own observation of the course pursued at the register's office by the said register, his clerks, and dependents, as to induce you, in company with some other person, *seriously* to advise Mr. Flood, at several times, of the impropriety of such course? And if so, please to state his reply to you on the subject.

Answer. I did once, in company with Solomon Sturges, call on Mr. Flood, but cannot now exactly recollect the subject of our conversation. For the remaining part of my answer, I refer to my answer to the third interrogatory.

Ninth interrogatory. Have any combinations of speculators, at any public sale of lands, united for the purpose of driving other purchasers out of the market, and deterring poor men from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement or cultivation, and thereby taking into their own hands the control of the sales for their own benefit, and purchased all the lands at the minimum price of the government? If you have any knowledge in relation to this subject, please to state what you may know in relation thereto.

Answer. I know of no such combination or combinations.

Tenth interrogatory. Have you any further recollection of improper transactions at the land offices in this town, or either of them, other than those hereinbefore referred to by you?

Answer. I have no particular recollection of anything.

Eleventh interrogatory. Do you not know that charges have been made against the official conduct of the register, Thomas Flood, by persons who went there to purchase land? And if so, state whether those persons were resident in the immediate neighborhood of that office; also give their names, or any of them, if you can state the same.

Answer. I have heard complaints made against the register, *but* do not recollect the nature of such complaints, nor the names or places of residence of the persons, but they were living at a distance from this place.

JONAS STANBERY.

Sworn and subscribed to before me, April 25, 1834.

ANTHONY WILKINS, *Justice of the Peace.* [L. S.]

THE STATE OF OHIO, *Muskingum County, ss:*

Depositions taken as aforesaid.

Henry Stanbery, who having been first duly sworn according to law, before Anthony Wilkins, Esq., that he would true, full, and perfect answers make to all and singular the interrogatories that may be proposed to him, the following were proposed (by John Burwell:)

First interrogatory. Do you know whether any register or receiver of public moneys at any of the land offices of the United States has been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States? If so, please to state what you may know in relation to the subject.

Answer. I have no personal knowledge of any rules or regulations adopted by such officers inconsistent with the laws of the United States.

Second interrogatory. Do you know of any transaction at the land offices in the Zanesville district in which the register or receiver has violated his duty?

Answer. Some time, according to my present impression, in the fall of 1831, I happened to be at the house of my father, Jonas Stanbery, in Zanesville. My younger brother, Charles Stanbery, went with some person desirous of making an entry, whose name I do not recollect, to the register's office. In a short time they returned, and stated that the register had refused to allow the entry, as the land was *retained.* I immediately went with the applicant to the register's office. I inquired of the register, Thomas Flood, if the land was vacant; and, at the same time, expressed, in strong terms, my surprise that the applicant had been denied the entry upon the pretence that the land was *retained,* which was a mode of appropriating the public lands that I did not understand. The register, after some little hesitation, admitted that the land was subject to entry, and accordingly the application was received, and the land regularly entered. I have no personal knowledge of any other transaction in which either of the officers designated has violated his official duty.

Third interrogatory. Have you any knowledge of any other of the officers at any of the land offices of the United States who have violated their official duty or duties? If so, please to state what you may know in relation thereto.

Answer. I have no personal knowledge of any such violations.

Fourth interrogatory. Do you know of any combination or combinations of speculators, at any public sale of lands, united for the purpose of driving other purchasers out of the market, and thereby taking into their own hands the control of the sales for their own benefit, and purchased the lands at the minimum price of the government.

Answer. I know of no such combination. And further I know not.

HENRY STANBERY.

Sworn and subscribed to before me, this 5th day of May, 1834.

ANTHONY WILKINS, *Justice of the Peace.*

May 6, 1834.

Charles Stanbery, who, having been duly sworn, as aforesaid, the following interrogatories were severally proposed to the witness (by John Burwell:)

First interrogatory. Do you know of any instance wherein any register or receiver of public moneys at any of the land offices of the United States have been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States? If so, please to state what you do know in relation thereto.

Answer. Some time in August or September, 1831, I was requested by my father, Jonas Stanbery, to accompany a man (whose name I do not now recollect,) to the land office, to assist him in making an entry of land. I went with him immediately. The land was described to the register, Thomas Flood, and I inquired of him if it was vacant? after examining the plat or map which laid on the table, he replied that it was not open for entry. I repeated my inquiry of him, and asked him again if the land was entered: he replied that it was marked on the map "retained;" and I think (although I am not positive) that he placed his finger on a part of the map where the word "*retained*" was written, and called my attention to it; and he again informed me that the land was not open for entry, and that he could not grant the application. I returned immediately with the man to my father's house, and, after having related to my father what had taken place at the register's office—that Mr. Flood had refused to grant the man an application, as the tract he wanted was marked "*retained*" on the plat. My father then requested my elder brother, Henry, (who was then present,) to accompany the man to the register's office, and to make another attempt to obtain the land, as he (my father) had no knowledge of any rule at the land office whereby land could be "retained." My brother Henry immediately left the house in company with the man.

Second interrogatory. Was you present, and an attentive observer last evening (5th instant) when your brother, Henry Stanbery, testified as set forth in the foregoing deposition signed by him? and is the *man* and the *case* alluded to by your brother Henry, the same as here referred to by you?

Answer. Yes; I have no recollection of any other case of the kind.

Third interrogatory. Do you know anything in relation to the practice said to be adopted at the said register's office, wherein affidavits are made out which purport to be the affidavit of a person not present at the time of making and using the same, in cases where the law or regulations of the office requires an affidavit of the person making the entry, to be sworn? If so, please to state the *process,* and what you may know of such transactions, if any.

Answer. I have been present at that office when a tract of land was entered in the following manner, (by hypothesis): A applies to enter a tract in the name of (and for) B, who is not present: the application is made out in the name of B, and A is sworn by the register, (as I understand is necessary in cases of entering forty acre tracts.) Whether A or B's name is placed to the affidavit, I am unable to state.

Fourth interrogatory. Have you any knowledge of mutual interests that have existed between any of the officers *charged* or entrusted with the sales of public lands at any of the land offices of the United States, and persons employed in speculating in scrip or otherwise, *at* or *in* those offices? Have they granted facilities to certain individuals by informing such speculator or speculators, either by calling to or making such signs as to notify such person or persons when applicants came to their office to purchase lands, thereby manifesting an interest in behalf of any such speculator or speculators? If so, state what

you may know in relation thereto. Who were such parties; the description of means used by the office to bring the speculator and the purchaser together, if such is within your knowledge.

Answer. I have seen at the register's office at Zanesville a sign placed at or near the door, which I was told *was* to notify Mr. Charles Stetson that an applicant was present to make an entry. I have heard the register, (Thomas Flood, when an applicant came into that office to purchase land,) request the clerk (in the office) to put out the sign. The clerk took from the shelf a small sign, and placed the same at or near the door, upon the outside of the office. I believe that Mr. Stetson is engaged in passing off scrip for Solomon Sturges.

Fifth interrogatory. Is Mr. Stetson's residence so situate as to enable him to discover the sign from thence, so placed at the register's office? And was he in the habit of attending, immediately after the sign was so given, *at* the register's office? Please to state what you may know in relation thereto.

Answer. His residence is so situate, and he was in the habit of so attending.

Sixth interrogatory. What are the fees demanded by the register, (Thomas Flood,) in cases of entry of forty acre lots, when entered with scrip, and who pays those fees? If within your knowledge, please to state.

Answer. I have entered land in the name of another person with scrip. In those cases, I have paid seventy-five cents to the register, twenty-five cents of which he demanded as his fee for administering what is called a forty acre oath; and the balance, fifty cents, for the scrip oath. The scrip affidavit was made out, in my cases, at the register's office, and taken from thence by the applicants, who were sworn before a justice of the peace without any additional fee. And further I know not.

CHARLES STANBERY.

Sworn and subscribed to before me, this 6th day of May, 1834.

ANTHONY WILKINS, *Justice of the Peace.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

I, John Wilson, jr., clerk of the court of common pleas in and for said county of Muskingum, do hereby certify that Anthony Wilkins and Willian H. Moore, Esqrs., before whom the foregoing affidavits appear to have been severally sworn to, were, on the days of the dates of the several affidavits, acting justices of the peace in and for said county of Muskingum, duly commissioned and qualified agreeably to the constitution and laws of said State of Ohio, to whose official acts as such full faith and credit ought to be given.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court of common pleas, at Zanesville, this twelfth day of May, A. D. 1834.

JOHN WILSON, Jr., *Clerk,*
By JOHN CASSEL, *Deputy Clerk.* [SEAL.]

DISTRICT OF THE STATE OF OHIO, *ss:*

I, John Burwell, of Muskingum county, and State aforesaid, do hereby certify that, after the witnesses had first been duly qualified, the within and foregoing interrogatories were by me severally reduced to writing, and proposed, severally, to the witness, each in succession as they stand in the catalogue of the within and foregoing depositions. Also, that the answers reduced to writing in succession after each interrogatory, as hereinbefore recorded, are the same as made thereto by the witness or witnesses, respectively; and that each and *every* of the said answers were severally read to the witness making the same, after being recorded as they now stand, and were severally acknowledged to be correctly entered. All of which is respectfully submitted.

Given under my hand and seal, at Zanesville, this 12th day of May, 1834.

JOHN BURWELL, *Commissioner.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Peter Wolf, of Butler township, in said county, (of lawful age,) having been first duly affirmed according to law, that he should true, full, and perfect answers make touching the public service. The following interrogatories were severally put to the witness (by John Burwell):

First interrogatory. Do you know whether the registers of the land offices and the receivers of public moneys at any of the land offices of the United States, or either of them, have, in violation of law and their official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States?

Answer. I do not.

Second interrogatory. Do you know whether any register or receiver, as aforesaid, has been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States?

Answer. I do not.

Third interrogatory. Do you know of any clerk, agent, or dependent, or clerks, agents, or dependents of those offices, who have demeaned themselves so as aforesaid—*permitted* by the principal incumbent or otherwise?

Answer. I do not.

Fourth interrogatory. Are you acquainted at the register's office, and with the register, Thomas Flood, at Zanesville?

Answer. I cannot say I am much acquainted with him: I never saw him but twice or three times in my life.

Fifth interrogatory. Have you ever applied to him for the purchase of lands belonging at the time to the United States?

Answer. I did not.

Sixth interrogatory. Have you applied to any person or persons at that office, who was either clerk, agent, or dependent at the said office, for the purchase of land as aforesaid? and, if so, who did you apply to?

Answer. I applied to none, knowing that they were officers. I applied to George Flood to bid for me for a piece of land that was to be set up there for sale.

Seventh interrogatory. Where were you at the time you applied to Mr. Flood, and at what time did you so apply as aforesaid?

Answer. The time I cannot tell you, because it was before the sale; it was in the register's office, as near as I can recollect.

Eighth interrogatory. Did Mr. Flood agree with you at the time you state, to purchase the land for you?

Answer. I did not ask him to do that—nothing but to bid for me.

Ninth interrogatory. What sale was it that you refer to, and what land was it that you employed Mr. Flood to bid for as aforesaid, if you did so employ him, and when was the sale to take place?

Answer. I don't know what sale it was called; I did not employ him; I did not give him anything. I *reckon* a man is not employed unless he gets something.

Tenth interrogatory. How came you to apply to George Flood to bid in your behalf for any land that was about to be sold?

Answer. I went to the land office, and there found out when the sales were to be, and then got him to bid: afterwards sent my son down with the money against the day of sale.

Eleventh interrogatory. What was your son's name with whom you so intrusted your business, and did he perform that service according to your directions?

Answer. His name is Jacob Wolf. I cannot say that he did, because I could not give him any directions more than to take the money and pay for the land.

Twelfth interrogatory. When you engaged George Flood to bid the land off for you, did you promise to send to him the money to pay the price that he should bid for the land, and did you prescribe any *limits* as to the amount he should bid on the land?

Answer. No, I did not; I was going to take it at the highest bid if my money would reach; and I think that there was money enough to take it at the highest bid.

Thirteenth interrogatory. What land do you here refer to? Please to describe the particular tract and number of acres.

Answer. I cannot, no further than this paper will describe. It is as follows: "For and in consideration of the sum of two hundred and fifty-two dollars to me in hand paid, I do hereby agree to purchase the southwest quarter of section number fifteen, township number six, range number eleven, military, and to make or cause to be made, a good and sufficient deed, in fee simple, for said quarter to Peter Wolf, of Knox county, Ohio, on demand, so soon as the patent shall be received by me from the General Government.

"*July* 18, 1831. CHAS. C. GILBERT."

Fourteenth interrogatory. Did George Flood neglect or refuse to bid off this land for you according to agreement, and your just expectation?

Answer. That is more than I can tell you. The people that were there can tell whether he bid it off or not.

Fifteenth interrogatory. How came this agreement in writing to exist between you and Mr. Gilbert, and how did you come by this instrument?

Answer. By my son; that's all I can know about it.

Sixteenth interrogatory. Have you not, at any time before or since the 18th day of July, 1831, had conversation with Mr. Gilbert on the subject of the purchase or sale, *or* purchase and sale of this land.

Answer. No, never in my life; only the last time I was down to Zanesville I asked him whether the land was lost; I understood it was lost, but that was nothing concerning the sale.

[Interrogatories seventeen and eighteen were accidentally left out in setting down numbers.]

Nineteenth interrogatory. What answer did Mr. Gilbert make to your inquiry concerning the loss of the land?

Answer. He said that it was not so; that he knew nothing of it.

Twentieth interrogatory. Have you here stated all the conversation that ever took place between yourself and Mr. Gilbert on the subject of the land here referred to?

Answer. I think I was down once before, and asked him something about it. I was down after a patent, or something.

Twenty-first interrogatory. How long has it been since you had the last conversation with Mr. Gilbert here referred to.

Answer. Sometime along the first of April.

Twenty-second interrogatory. Do you mean the present month?

Answer. Yes.

Twenty-third interrogatory. Did you not go to Zanesville at that time on purpose to see Mr. Gilbert on the subject of that land, and concerning the validity of the title to it.

Answer. I went exactly to see him for that purpose, and asked him the question as I told you before.

Twenty-fourth interrogatory. Did Mr. Gilbert say no more to you on that subject than that "it was not so; that he knew nothing of it?"

Answer. That's the amount of the discourse.

Twenty-fifth interrogatory. Please to state what the *whole* discourse was in the precise words as delivered by him to you, if you can so state them; and whether there was not something said concerning the money he received from you?

Answer. *Well,* there was not anything said about the money as I recollect. I told him that I understood that it had been lost by a decision in the United States Supreme Court; he said it could not be so.

Twenty-sixth interrogatory. Have you ever inquired of George Flood since the sale concerning the purchase or sale, or purchase and sale of this land? If any conversation has been had between yourself and Thomas Flood, the then register and George Flood, or any clerk, agent, or dependent, at or belonging to that office, or either of those individuals, on the subject relating to that land as to sale, purchase, or title thereto, please to state what that conversation was.

Answer. When I was down the last time I saw George Flood, and I asked him about it, and he said that he could remember nothing about it, only that he had bid it off for Wolf.

Twenty-seventh interrogatory. Did not George Flood know you when you questioned him on the subject, and did he complain that Wolf had not taken the land at his bid?

Answer. There was not a word more than what I told you: he did not seem to care about giving me any answer, and did not say a word more.

Twenty-eighth interrogatory. Have you not had conversation with Thomas Flood, who was register at the time the sales were made, on the subject of the sale, purchase, or title of the land referred to?

Answer. I asked him before the sale what time the sale would come on, and I do not recollect what he did say.

Twenty-ninth interrogatory. Did Thomas Flood advise you to get George to bid the land off for you?

Answer. I can't say as he did.

Thirtieth interrogatory. How came you to know or apply to George Flood to bid on the land?

Answer. Because he was there, and my son was better acquainted with him than I was.

Thirty-first interrogatory. Was your son Jacob with you at the time here last referred to?

Answer. No; but he had been there three times to see about a piece of land that he entered.

Thirty-second interrogatory. Did your son advise you to employ George Flood to bid off the land?

Answer. No.

Thirty-third interrogatory. What account did your son render of his mission at the time, and on his return from attending the sale referred to?

Answer. Gave me that paper and told me he had bought the land from Gilbert.

Thirty-fourth interrogatory. Did you make no inquiries of your son at the time concerning the purchase and sale—whether Flood had bid for you on the land, or how he came to make the purchase from Gilbert for you?

Answer. Well, he said that Flood bid the land to, I think, three hundred and fifty dollars, and Gilbert took him to one side, and, I reckon, sold him the land. I forget just the same words, because he bought the land from him.

Thirty-fifth interrogatory. Do you not know that there was an understanding amongst hands, to wit: Thomas Flood, the then register, his son, George Flood, Charles C. Gilbert, yourself, and your son Jacob, or some of those persons, to procure that land to you, and prevent the same from falling into any other hands at the time of the public sales?

Answer. I don't. I never said a word to Gilbert on the subject; but from what I have understood, there must have been between my son Jacob and Gilbert on the day of the sale.

Thirty-sixth interrogatory. Can you inform me any further on this subject?

Answer. I cannot. When he came back he showed me what he had got, and that proved that he had bought the land from Gilbert.

Thirty-seventh interrogatory. Prior to your going to Zanesville, about the first of April instant, did you not receive a letter, or other information, requesting you to attend at that place; and was it not for the purpose of procuring from you a statement in relation to the bidding for that land; and did you not at that time, or some time previous, give a statement in writing on that subject by deposition, or otherwise? If so, state the facts in relation to the subject.

Answer. No; I went down for the purpose, as I have stated. I never gave any writing on the subject.

Thirty-eighth interrogatory. Have you stated all you know in relation to this and all other mal-conduct by the land officers, their clerks, agents, or dependents?

Answer. All I know; for I know nothing of any other, except Flood, register.

PETER WOLF.

Sworn to and subscribed before me, at my office, in Clay township, this 18th day of April, A. D. 1834.

WM. McCREARY, *J. P.* [L. S.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Christian Horn, of Butler township, in the county aforesaid, of lawful age, having been first duly sworn according to law that he should true, full, and perfect answers make touching the public service. The following interrogatories were severally put to the witness (by John Burwell:)

First interrogatory. Do you know anything in relation to the official conduct of any of the registers of the land offices in this State, or the receivers of public moneys, in violation of the laws or interests of the United States?

Answer. I do not.

Second interrogatory. What is the general character, in the circle of your acquaintance, as to the official conduct at the register's office in Zanesville?

Answer. I have heard some talk about this land of Wolf's; that is all that I can say.

Third interrogatory. Do you know anything in relation of any combination of persons concerning the sale of the land to Wolf, from Peter Wolf, or his son Jacob Wolf?

Answer. I do not.

Fourth interrogatory. Have you not had a conversation with them, or either of them, in relation to that subject? And if so, state what the conversation was, and in what relation you stand to the family of Peter Wolf.

Answer. There has been conversation between Peter Wolf and myself on the subject, but I do not recollect what that conversation was. I stand in the relation of brother-in-law to Peter Wolf.

CHRISTIAN HORN.

Sworn to and subscribed before me, this 18th day of April, A. D. 1834, at my office.

WM. McCREARY, *J. P.* [L. S.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Abraham Day, of ——— township, in said county, of lawful age, having been first duly sworn according to law, that he should true, full, and perfect answers make, the following interrogatories were severally put to the said witness (by John Burwell:)

First interrogatory. Do you know whether the registers of the land offices and the receivers of public moneys at any of the land offices of the United States, or either of them, have, in violation of law and their

official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands, at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States?

Answer. Some time in the spring of eighteen hundred and thirty-one, (in March, 1831, if my memory serves me right,) I applied to Thomas Flood, register of the land office, at his office in Zanesville, for the purchase of the west half of the northwest quarter of section twenty-one, in township five, in range eleven, of the unappropriated lands in the military district. Mr. Flood asked me if I was going to pay money or scrip for the land, and I replied scrip. Flood then stated to me that I must be qualified that there was no person living on the land. I was accordingly qualified. Then said Flood demanded from me fifty cents, which I paid to him. I then asked Flood why he demanded from me fifty cents. He said the law allowed him fifty cents for taking the deposition and keeping a record of the same, because I entered with scrip; and stated that, was I paying the money I should not have the fifty cents to pay. I then had an idea that he had no right to such a fee.

Second interrogatory. Was you qualified before said Flood, acting at the time as a justice of the peace?

Answer. Yes.

Third interrogatory. Have you any further knowledge of transactions at any of those offices not authorized by law?

Answer. I don't know that I have.

ABRAHAM DAY.

Sworn to and subscribed before me, at my office in Clay township, this 17th day of April, A. D. 1834.

WM. McCREARY, *J. P.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Adam Mosholder, of Jackson township, in said county, of lawful age, having been first duly sworn, according to law, that he should true, full, and perfect answers make touching the public service. The following interrogatories were severally put to the witness, (by John Burwell:)

First interrogatory. Do you know whether the registers of the land offices and the receivers of public moneys at any of the land offices of the United States, or either of them, have, in violation of law and their official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands at public or private sale, for the benefit of such officer or officers, as a consideration on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States?

Answer. At the register's office in Zanesville, at the public sales, on the 18th day of July, 1831, when I had stayed there a few minutes, Thomas Flood, the register, went to Jacob Wolf, and called him out to one side at different times; after which the said Flood gave the said Wolf a piece of paper, which Wolf took, and started towards the receiver's office; and, after Wolf had got a little way off, Flood hallooed to him to stop. Flood went to Wolf and talked to him a little while; and Wolf went on, and went in at the gate, and, as I supposed, to the receiver's office.

Second interrogatory. What was the conversation between Flood and Jacob Wolf, and what did the paper contain? and why did Wolf go to the receiver's office, or that way? If within your knowledge, state the same,

Answer. What the conversation was, or what the paper contained, or why Wolf went towards the receiver's office, I cannot tell. Thomas Dillon came to me about this time; and knowing that Dillon intended to purchase the southwest quarter of section number fifteen, of township number six, in range eleven, of the unappropriated lands in the military district, I also knew that the said Wolf intended to get, if he could, the same land. I told Dillon that, from the way things were going on, they would jockey him out of the land.

Third interrogatory. What induced you to tell Dillon that *they* would jockey him out of the land; and by the word *they,* who did you mean?

Answer. From the way old Flood and Wolf acted, calling one another out and talking, it appeared plain enough to me that there was some jockeying going on.

Fourth interrogatory. Was all this before or after the sale?

Answer. This was all before the sale.

Fifth interrogatory. Was you present at the sales; and was that particular tract, here referred to, sold on that same day; and, if so, who became the purchaser? If within your knowledge, state the same.

Answer. I *was* present. I went on purpose to buy a piece of land; and did buy a piece for myself; and when that particular tract, hereinbefore referred to, was set up, Dillon bid for that tract, and some other person bid that was in the register's office; and, as I could not see who *it* was, cannot tell who bid against Dillon, but understood, at the time, that it was young Flood who bid off the land, and that he had bid it off for Wolf.

Sixth interrogatory. From whom did you learn that young Mr. Flood had bid off the land for Wolf?

Answer. I think I heard old Mr. Flood say "my son bid off the land for Wolf," and Jacob Wolf told me, himself, that young Flood did bid off the said land for him.

Seventh interrogatory. When did Jacob Wolf tell you that young Mr. Flood bid off the said land for him?

Answer. On that same day, as we were on the road coming home. And I also heard the said Jacob Wolf *say* at Jacob Lane's, on our way home, and at *Dresden,* and also at Adam Allewine's, that he had got the land, and, as I now think, said he had to pay four dollars and some little better per acre. I do not recollect the exact amount per acre, but it was some better than four dollars.

Eighth interrogatory. Was you present, during those sales, at the register's office on the day referred to?

Answer. Yes, from the beginning to the end, until old Flood said the sales were all over.

Ninth interrogatory. When you say "old Flood," do you mean the register himself?

Answer. Yes; and when I say young Flood, I mean his son.

Tenth interrogatory. What was old Mr. Flood engaged in during the continuance of those sales?

Answer. At the commencement of the sales, he gave every one that wanted to purchase, a paper containing a description of the lands that were to be sold; and, as the sales were cried, he called over the

numbers and described the land; and when it got up to one dollar and a quarter an acre, if nobody bid, after it was cried two or three times, he would say, "Knock it off, knock it off."

Eleventh interrogatory. What did young Mr. Flood appear to be engaged at during the time you attended those sales at the register's office?

Answer. Before the sales commenced, he was part of the time writing in the office, when there was anything to do. At the time the sales were going on, I could not tell: he was in the office and I was out of doors, and could not see what he was doing.

Twelfth interrogatory. What was the christian name of this young Mr. Flood that you mention as being employed clerking or writing in the register's office?

Answer. This is more than I can tell you: I do not know that I ever heard it.

Thirteenth interrogatory. Was there more than one young Mr. Flood occupied as aforesaid on that day?

Answer. Not that I know of.

Fourteenth interrogatory. Have you any further knowledge of transactions at *that* or any other of the land offices in this State concerning the sales of public lands, where you have reason to believe the laws have been violated?

Answer. I have not, only from what I have heard other people say.

Fifteenth interrogatory. What has been the general character of the official proceedings at the register's office at Zanesville for three or four years past?

Answer. There is a good deal of talk through the country that they did not do as they ought to do. I have heard a good deal of complaint in Knox, and from the people of Tuscarawas counties.

Sixteenth interrogatory. What is the nature of those complaints?

Answer. The people go there to enter land and they keep it back, and afterwards it would be found out that it had not been entered, but kept back for somebody else.

Seventeenth interrogatory. Is there any instance within your own knowledge of any lands having been so kept out of market.

Answer. No.

his
ADAM × MOSHOLDER.
mark.

Sworn to and subscribed before me, this 18th day of April, A. D. 1834, at my office, in Clay township.
WILLIAM McCREARY, *J. P.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of David Gorsuch, of Butler township, in said county, of lawful age, having been first duly sworn according to law, to make true, full, and perfect answers to all and singular the interrogatories which may be put to him.

The following were put to the witness, (by John Burwell:)

First interrogatory. Have you any knowledge of the official conduct at any of the land offices in this State, by the officers thereof, contrary to law and the public interest?

Answer. I have not: I am not acquainted with any of them.

Second interrogatory. Have you any knowledge relating to the subject of the sale or purchase of a certain tract of land which was bid off by George H. Flood for Peter Wolf, and for which said land Peter Wolf holds an instrument of writing from Charles C. Gilbert, being the southwest quarter of section fifteen, of township six, in range eleven?

Answer. I have not, particularly. I have had some conversation with Jacob and Peter Wolf on the subject, but what it was I cannot mind it now to any certainty.

Third interrogatory. Did not Jacob and Peter Wolf, or either of them, state to you what a bargain they had got in the land, and how well the business had been managed to get it?

Answer. I do not recollect now that they did: they might, but I do not recollect it if they did.

Fourth interrogatory How near do you live to Peter Wolf?

Answer. About three-quarters of a mile.

Fifth interrogatory. In what relation do you stand to Peter Wolf?

Answer. Not any more than that his son married my daughter.

Sixth interrogatory. What is the general character of the official conduct at the register's office in Zanesville, by the register, his clerks, and dependents?

Answer. I have not heard a great deal about it. I have heard some say it was not very good, particularly in this case of Wolf; but I know nothing about it.

his
DAVID × GORSUCH.
mark.

Sworn to and subscribed before me, at my office, in Clay township, this 18th day of April, A. D. 1834.
WILLIAM McCREARY, *J. P.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Thomas Dillon, of Harrison township, in said county, of lawful age, having been first duly sworn according to law, to make true, full, and perfect answers to all and singular the interrogatories which may be put to him.

The following were put to the witness, (by John Burwell:)

First interrogatory. Have you any knowledge of combinations of speculators at any public sale of lands of the United States for the purpose of driving other purchasers out of the market, and deterring poor men from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement or cultivation, and thereby taking into their own hands the control of the sales for their own benefit, and purchasing the lands at the minimum price of the government?

Answer. I have reason to believe that at the public sales at the register's office in Zanesville, on the 18th day of July, 1831, there was a combination between Wolf, Gilbert, and Flood, to procure the southwest quarter of section fifteen, in township six, range eleven, at the minimum price of the government, when myself and several other persons offered more than twice that sum for the same land.

Second interrogatory. What are your reasons by which you come to this conclusion?

Answer. The first reason is that Adam Mosholder, shortly after I got to the sale, asked me if I had come there to purchase some of the forfeited lands; and also asked me what lot I wanted? I informed him the Tommos lot, being the lot herein described. He informed me that Jacob Wolf had come to buy the same lot, and said, at the same time, that there was something going on wrong about that lot between Flood, Gilbert, and Wolf, who had been, as he stated, running from one office to the other two or three times, which caused me to try to find out whether his suspicions were well grounded. I then met Wolf in the street near the register's office, when I spoke to him on the subject of his having come there with intention of bidding on the lot referred to. He then answered that he had. I asked him whether he knew of any person there who intended to bid for the lot except himself and myself. He answered that Flood said there was money deposited in their hands by some person from Mount Vernon to purchase the same lot. George H. Flood then came out from the register's office, and called Wolf from the conversation with me, and had some private conversation with Wolf. After Flood returned into the office, I went again to Wolf, and asked him what Flood wanted of him. His answer was that he wanted to know if any one had come to bid on the lot. Suspecting from what Mosholder had told me, and from what I myself had seen, that some collusion or intrigue was going on, I commenced with Wolf to find it out if possible. I proposed to Wolf that, if he would act the man, I would not bid against him; or, if he would say nothing, I would bid off the land, and then I would buy his half, or sell to him mine. He then asked me what I would be willing to take for my half. I answered, "Just what you would be willing to take for yours." From his countenance and manner at the *time*, and in which he treated the subject, I was fully satisfied that he was in some way bound by former engagement; *what* satisfied me on this point *was*, that on showing him the numbers, and informing him at what time in the progress of sales that lot would be offered, I found that he had paid no attention to that part of the subject, and the which he appeared to care nothing about. The sales at this time were about to be commenced, and young Flood came out and called him from me again, and had some further conversation with him, a part of which I overheard. I heard Flood tell Wolf to go to one side, and not to say a word. Wolf went into the office; the sales progressed; and I saw no more of him at that time. (There were two men about the office, one Gilbert and young Mr. Flood, at the time of the sale. I did not know which was Gilbert or which Flood, but since have described the two men to those of my neighbors and others, and knowing that it was the slimmest one—quite a slim, pale looking young man who bid against me for the land, I am now fully satisfied, from my information, that the person was George H. Flood.) When the land was set up at sale, the lot referred to was set up and bid off in two separate parcels. I bid it up to three dollars and fifty cents per acre. George bid one cent on the acre more, and the land was struck off to him. At the time the land was struck off, some person in the office asked "Who got the land?" George answered, Peter Wolf.

Third interrogatory. Had you the money then with you to pay for the land at the price that you bid, and had the land been struck off to you at your last bid would you have paid that sum for the land?

Answer. Yes, I would.

Fourth interrogatory. What is the general character of the official conduct of those concerned at the register's office at Zanesville?

Answer. I know nothing, of myself, except the transaction here referred to; but I have heard several persons say that they were in the habit at that office of taking five dollars and keeping land back from entry.

Fifth interrogatory. Have you anything further to state in relation to any further mal-conduct by any of the officers at that or any other office?

Answer. No, I have not: I know of none.

THOMAS DILLON.

Sworn to and subscribed before me, at my office in Clay township, this 18th day of April, A. D. 1834.

WM. McCREARY, *J. P.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

Deposition of Insley D. Johnston, of Clay township, in said county, (of lawful age,) merchant in the town of Martinsburgh: having been first duly sworn, according to law, that he should true, full, and perfect answers make touching the public service, the following interrogatories were severally put to the witness (by John Burwell:)

First interrogatory. Do you know anything in relation to mal-conduct in office by any of the registers of the land offices, or receivers of public moneys, or either of them, at any of the land offices of the United States? If so, state what you know on the subject.

Answer. Not personally acquainted with any.

Second interrogatory. What is the character generally in the circle of your acquaintance, as to the official conduct of Thomas Flood, register of the land office at Zanesville, the agents, clerks, and dependents at that office?

Answer. I have, from reports, heard a great deal of complaint of improper conduct.

Third interrogatory. Are you acquainted with Adam Mosholder and Thomas Dillon, whose depositions have been taken at this time?

Answer. Yes, very well.

Fourth interrogatory. What is the character of those persons for truth and veracity?

Answer. I should say that, when under oath, they are entitled to full confidence.

I. D. JOHNSTON.

Sworn to and subscribed before me, at my office in Clay township, this 18th day of April, A. D. 1834.

WM. McCREARY, *J. P.* [SEAL.]

THE STATE OF OHIO, *Knox County, ss:*

I, Alexander Elliott, clerk of the court of common pleas for said county of Knox, do hereby certify that Wm. McCreary is a justice of the peace within and for said county, duly commissioned and sworn according to the constitution and laws of said State; and I further certify that the foregoing signatures, purporting to be his, are genuine.

In testimony whereof, I have hereunto set my hand, and the seal of said county, this 19th day of April, A. D. 1834.

ALEX. ELLIOTT, *Clerk.* [SEAL.]

DISTRICT OF OHIO, *ss:*

I, John Burwell, of Muskingum county, do hereby certify that, after the witnesses had first been duly qualified, the within and foregoing interrogatories were by me severally reduced to writing, and proposed severally to the witnesses, each in succession, as they stand in the catalogue of the within and foregoing depositions. That the answers reduced to writing in succession, after each interrogatory as herein recorded, are the same as made thereto by the witness or witnesses respectively; and that each and every of the said answers were severally read to the witness making them, after being recorded as they now stand, and were severally acknowledged to be correctly entered.

Given under my hand and seal at Zanesville, this 21st day of April, 1834.

JOHN BURWELL, *Commissioner.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

I, John Wilson, jr., clerk of the court of common pleas in and for said county, do hereby certify that Anthony Wilkins, Esq., before whom the foregoing deposition appears to have been taken, was, on the day of the date thereof, and now is an acting justice of the peace in and for the county of Muskingum, aforesaid, duly commissioned and qualified according to the constitution and laws of this State, to whose official acts as such, full faith and credit are due.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the court of common pleas of said county, at Zanesville, this 21st day of April, A. D. 1834.

For JNO. WILSON, Jr., *Clerk.* [SEAL.]
CHAS. W. O'NEAL, *Deputy Clerk.*

DISTRICT OF OHIO, *ss:*

I, John Burwell, of Muskingum county, do hereby certify that, after the witness had first been duly qualified, the within and foregoing interrogatories were severally by me proposed: and that the answers replied thereto are correctly recorded, as stated in the foregoing deposition.

Given under my hand and seal at Zanesville, April 21st, 1834.

JNO. BURWELL, *Commissioner.* [SEAL.]

THE STATE OF OHIO, *Muskingum County, ss:*

Deposition of William M. Wallace, of Zanesville, in said county, (of lawful age,) having been first duly sworn, according to law, to make true, full, and perfect answers to all and singular the interrogatories that may be put to him touching the public service. (Interrogatories put by John Burwell, Commissioner:)

First interrogatory. Do you know anything in relation to the conduct of the registers of the land offices, and receivers of public moneys, in the disposal of the public lands at the land offices of the United States, or either of them?

Answer. I attended the sale of public lands at the register's office in Zanesville, on the 18th day of July, 1831. I was invited by Thomas Flood, the then register of said office, to attend those sales.

Second interrogatory. Was you present, and an observer during the progress of the public sales that took place on that day at that office? If so, please to state such facts as came under your observation.

Answer. Two half-quarters of land were sold on that day which attracted my attention *owing* to the price at which they sold, and the competition,

Third interrogatory. Who were the competitors, what particular tracts were they, and at what price did they sell? If you can so state, please to relate what you know in relation to the subject.

Answer. The competitors were a stranger, (to all appearances a farmer, whose name I do not know,) Charles C. Gilbert, and George H. Flood, the only bidders for said tracts. The land (as informed by said Gilbert, on inquiry,) was situated in the neighborhood of Kenyon College, (in Knox county, Ohio.) The lands were bid off by the said George H. Flood, at three dollars and fifty cents per acre.

Fourth interrogatory. To what price was the land you refer to *bid* by the said Charles C. Gilbert?

Answer. Two dollars and fifty cents per acre; after which price, he ceased to bid. The competition then commenced between the said George H. Flood and the aforesaid stranger.

Fifth interrogatory. Do you know whether George H. Flood bid off the land in question for himself, or whether he was employed by another person to bid off the land? If so, state your information on the subject.

Answer. Previous to the sale, I was informed by Thomas Flood, (the register,) that George H. Flood and Charles C. Gilbert, were both employed as agents for the purchase of the same tracts of land, and that neither would *state* the limits to the other.

Sixth interrogatory. Did the said George H. Flood and the said Charles C. Gilbert state to you, before or after the sale, they were, or that either of them were, or had been employed as agents for the purchase of the land in question?

Answer. Gilbert did not so inform me. The said George H. Flood stated to me, some time after the sale, that he acted as an agent for some person whose name I do not now recollect, and that the purchase money was placed in his hands; that he returned him the money after the sale, for the purpose of making his entry.

Seventh interrogatory. Was this statement by George H. Flood to you made before or after there began to be some public expression of fraud having been committed in relation to the sale of the land in question?

Answer. It was after the official conduct of Thomas Flood, the register, became the subject of public discussion.

Eighth interrogatory. Have you a distinct recollection of the time when Thomas Flood, the then register, invited you to attend the sales alluded to, and what his observations were when he so invited you to attend said sales? If so, please to state them.

Answer. I think it was in the morning of the day on which the sale took place. He observed that I would see some fun there; that his son George and Gilbert were to be bidders as agents for the same tract of land.

Ninth interrogatory. Did the said George H. Flood and the said Charles C. Gilbert appear to be com-

petitors against each other, or were they (to all appearance,) only competitors (conjointly) against the stranger spoken of?

Answer. In the sale of each tract alluded to, the bidding commenced between the said Charles C. Gilbert and the stranger alluded to, and progressed between those two individuals until the land advanced in price to two dollars and fifty cents per acre: the competition then commenced between George H. Flood and the said stranger. Flood did not bid against Gilbert, neither did Gilbert bid against the said Flood, in competition for the land in question on that day. Flood was acting as clerk in the said register's office, and when Gilbert ceased to bid against the stranger, the said George H. Flood then came to the door of the register's office, and commenced bidding, and bid off the land in question, as before stated.

Tenth interrogatory. Did the said Gilbert and Flood bid in competition to each other for any tract or tracts of land set up at sale on that day, (18th July, 1831?) Did they, or either of them, bid at *all* on any lands except this quarter section, and which was set up and sold in half-quarters?

Answer. I think not. Gilbert may have bid on some other tracts, but George H. Flood did not.

Eleventh interrogatory. Do you know whether any register or receiver as aforesaid has been guilty of fraud or partiality in the sales of the public lands belonging to the United States, by adopting rules and regulations in their respective offices (other than those hereinbefore stated,) inconsistent with the laws of the United States?

Answer. I have none. I have been nowise connected with them in the sale of scrip or the purchase of land.

Twelfth interrogatory. What is the general character of the official proceedings at the register's office in Zanesville, by the late register, Thomas Flood, his clerks, agents, and dependents, judging from report of those whom you have good reason to believe know something in relation to certain practices said to be carried on there?

Answer. Judging from the evidence of those who have complained of misconduct in that office, it is bad indeed, knowing nothing of the transactions so complained of (except what is hereinbefore stated,) within my own knowledge.

Thirteenth interrogatory. Have those complaints been made by the people in the immediate vicinity of that office, or by persons who have attended from distant parts of the Zanesville land district for the purpose of purchasing land?

Answer. From those who came from a distance.

Fourteenth interrogatory. Are you one of the securities for Thomas Flood in relation to the performance of his official duties as register?

Answer. I am.

Fifteenth interrogatory. Have you any knowledge of any receivers, or their agents, clerks, or dependents, who have been engaged in speculating upon the funds paid into their hands for the public lands—selling those funds for a premium, and substituting and depositing funds less valuable in the bank or banks designated by law for that purpose?

Answer. I have not.

Sixteenth interrogatory. Have you been occupied as a merchant in Zanesville for several years?

Answer. I have been engaged in that business since eighteen hundred and twenty-three in this place.

WM. M. WALLACE.

Sworn to and subscribed before me, April 21st, 1834, at Zanesville.

ANTHONY WILKINS, *J. P.* [SEAL.]

June 14, 1834.

I herewith send you a summary of the depositions taken before Mr. Burrows, of Zanesville, Ohio, which I prepared for you.

I have the honor to be, with great respect, your obedient servant, B. P. SMITH.

Hon. G. POINDEXTER.

David Burt, on the 19th day of September, 1833, applied to Thomas Flood to purchase the southeast quarter of the northwest quarter of section No. 16, of township No. 1, in range No. 3, military, when Flood informed him that it was entered, at the same time asking him if he wanted to enter it? Burt said, not then, but in a few days. Flood walked off, and Burt went to the office again, and inquired of a man in the office who told him that it was not entered; and that, on the third of October following, Burt went to the office, (Flood, was not in,) and entered the land. Flood made his appearance before the business was completed, and inquired what they were doing? On being informed, he requested to see the money, or inquired what kind of money Burt had? On being informed, Flood said it was not land office money, but that he would change it—he gave him scrip. Burt states that this is the same tract which Marshall had purchased from Flood, and which his (Burt's) brother applied to Flood for, and was told by him that it was entered by Marshall.

Williams, on the 30th day of August, 1831, applied to Thomas Flood, the register, &c., for the purpose of getting secured to him, for a short time, the west half of the southwest quarter of section 23, of township No. 1, range No. 3. Mr. Flood called in Charles C. Gilbert from an adjoining room in the same office or building, and stated that Mr. Gilbert was authorized to do such things; that he had a right to secure lands by virtue of some *scrip*. Gilbert proposed that for thirty dollars, *in addition* to the price of the land, he could secure to me the tract in question. Salmons objected to giving that much bonus, having previously stated to Flood and Gilbert that he expected that day, or the next, a person from his neighborhood to enter the same tract. He then left the office, and was absent for an hour; and on his return Gilbert told him he would take twenty dollars *for so short a time*. Salmons told them that he would go home, and that if he obtained his money, as he expected to do, in two weeks, he would visit them again, and that if the land was not then entered he would then pay the price of the land in money, and give his note to Gilbert for twenty dollars as a premium. Before he got the money he understood the land was entered, and therefore did not go to the office. Salmons believes that there are speculations for the benefit of more persons than Gilbert at the land office.

John Robins, on the 31st day of August, 1831, applied at the office of the register of the land office at Zanesville, Ohio, to enter, for his own use, the west half of the northeast quarter of section No. 2, of township No. 9, of range 10, of Congress lands: at the same time and place applied for, and at the request of H. McCoy, who sent the money to purchase the next half of the southwest quarter of section 23, of township 1, of range 3, (military,) for, and in the name of his son-in-law, Thomas Scott. When he applied, Thomas Flood was not in the office, but George H. Flood, who was present in the office, observed that he was authorized to attend to this as well as his father. Robins examined the map, and pointed out the two tracts, and inquired if they were vacant. Young Flood and Wyllys Silliman, jr., were present, and, looking on at the same time, and they told me they were vacant. Robins requested and obtained certificates, one in his own name, the other in the name of Scott, which he delivered to the receiver, and took his receipt for the purchase money; and returned to the register's, after an absence of from between a half and an hour, and delivered to young Flood a duplicate receipt from the receiver, in both cases, to be recorded. Charles C. Gilbert objected to both those entries being made, saying that he had selected *those two tracts* in behalf of James Sprague, to satisfy a military land warrant, and exhibited as proof of his having done so, a mark on the map on both tracts—the letters S's which he called "marks of selection." The map was not so marked when Robins first examined it, and both young Flood and Silliman agreed with him that the map was not so marked. Silliman asked Gilbert when he marked them? Gilbert replied, "I marked them last night when you went to supper."

Robins observed to Flood and Silliman that the land was only valuable to him, as it joined another tract of his, or he would not give fifty dollars for it. Gilbert then said, as he, Robins, was an old gentleman for whom he had much respect, he might have the tract he wanted for himself; but that the other he had promised to keep two weeks for William Salmons, for which he was to receive twenty dollars; and that if Salmons did not appear in two weeks Scott might have the land. Robins feels satisfied, from what he saw, that speculations are made from purchasers by those of the office, and those who are constantly therein and about it.

James Karr, in May or June, 1832, applied to Thomas Flood to save for him the east half of the southwest quarter of section No. 17, of township No. 1, of range No. 3, (military,) for twelve months; which the said Flood did, in consideration of Karr's paying him ten dollars as a bonus. Flood marked it on the map as entered at the time of the contract, and which was paid for twelve months subsequently, and requested Karr to say nothing about it.

The foregoing witnesses are certified to be men of character for truth and veracity.

Deposition of Abraham Day, of Knox county, Ohio:

Some time in the spring of 1831, Abraham Day went to the land office at Zanesville for the purchase of the west half of the northwest quarter of section twenty-one, in township five, in range eleven, &c. Flood, the register, inquired of him if he paid in *scrip* or *money*. He replied, scrip. After qualifying him that no one lived on said tract, Flood demanded of him fifty cents, which he said the law allowed him for taking the deposition and keeping record of the same, because he had entered with scrip instead of money—Flood at the time acting as justice of the peace.

Deposition of Adam Mosholder, of Jackson township, Knox county, Ohio:

At the register's office at Zanesville, at a public sale of lands, Adam Mosholder, being present, saw Flood, register, repeatedly call to one side Jacob Wolf, and hold private conversation with him. He saw Flood give Wolf a paper, with which he started towards the receiver's office; Flood hallooed him to stop again, when, after further conversation between them, Wolf went on, and passed through the gate towards the receiver's office. Mosholder then met with Dillon, whom he knew was to bid for the same tract with Wolf. He told Dillon that, judging from appearances, he would be jockeyed out of his purchase. These circumstances occurred before the sales commenced. When this particular tract, herein referred to, was set up, some one in the receiver's office bid against Dillon. Mosholder heard Flood, register, say that it was his son who bid off the land for Wolf. On the same day he heard Wolf say the same thing, and that he had given a little more than four dollars per acre. Previous to the commencement of the sales, young Flood appeared to be engaged writing in the office. The character of the land office at Zanesville was bad, particularly in Knox and Tuscarawas counties. People would go there and enter land, and afterwards find that it had been kept back for some one else.

Deposition of David Gorsuch, of Butler township, Knox county, Ohio:

David Gorsuch lives within three quarters of a mile of Peter Wolf. The son of Peter Wolf married his daughter. He knows nothing of the transaction of Wolf's purchase, except from report, which was unfavorable. The character of the office, generally, was not good.

Deposition of Peter Wolf, of Butler township, Knox county, State of Ohio:

Peter Wolf testifies that he is but slightly acquainted with Thomas Flood, register at Zanesville, and never did apply to him, or any clerk, agent, or dependent, knowing them to be such, to bid for him at any pubiic sale of lands. He, Peter Wolf, did apply to George Flood to bid for a particular tract of land at a coming sale. The request was made in the register's office. He was not to give him anything for bidding. He did not make this request of George Flood at the instigation of any one. He selected him to bid because he was well acquainted with his son. Wolf's son was down *three times* previous to the sale to "attend to some land that he had entered." On the day of sale Peter Wolf sent his son, Jacob Wolf, down with the money, with directions to take the land at the highest bid the money would reach. After the sale, the son brought home the following paper:

"For and in consideration of the sum of $252, to me in hand paid, I do hereby agree to purchase the southwest quarter of section number fifteen, township number six, range number eleven, military; and to make, or cause to be made, a good and sufficient deed, in fee simple, for said quarter, to Peter Wolf, of Knox county, Ohio, on demand, so soon as the patent shall be received by me from the general government.

"*July* 18, 1831. CHARLES C. GILBERT."

On returning from the sale, Jacob Wolf told his father that Flood bid the land to $350, and then Gilbert took him aside, and, he *supposes*, closed the sale with him. Peter Wolf *supposes* that there was an understanding on the day of sale between Gilbert and his son Jacob, to prevent the land from going to any one else. Peter Wolf went down to Zanesville to see Gilbert about a report that he had heard, that the supreme court had set aside the sale of said land. Gilbert told him it was not true. At the same time he saw George Flood and asked him about the circumstances of the sale; and he said he only remembered having bid the land off for Wolf.

Deposition of Christian Horn, of Butler township, Knox county, Ohio:

Christian Horn says, that he has heard some unfavorable talk in Zanesville, about Wolf's tract. Christian stands in the relation of brother-in-law to Peter Wolf.

Deposition of James G. Hilton, of Zanesville, Muskingum county, Ohio:

James G. Hilton states, that he lived in Zanesville in 1831-2, and that George Flood at that time wrote as clerk in his father's, Thomas Flood's office. In 1832, J. G. Hilton being an acting justice of the peace in Zanesville, was requested by Thomas Flood, the register, during his (Flood's) absence, for the purpose of swearing persons who were applicants for forty acre lots, to attend in the register's office. Hilton remained there ten days during the absence of the register. Charles Stetson, who was at all times in the habit of remaining in the register's office, and would sometimes receive the money from purchasers, telling them that he (Stetson) would bring them their certificate from the receiver, stating, at the same time, that the receiver was not in, and that he (Stetson) did business for him during his absence. Hilton does not believe that Mr. Van Horne, the receiver, allowed Stetson to do business for him, as the certificates returned by Stetson were uniformly in the handwriting of the receiver himself. Mr. Stetson was, by profession, an attorney at law, and the motive for attending to this business was to pass off scrip. Stetson occupies Gilbert's office, which is under the same roof with the register's office. In passing by the office, Hilton has frequently seen Stetson have scrip in the office.

Thomas Marshall, of Jackson township, Guernsey county, Ohio, made application to Thomas Flood, register of the land office at Zanesville, Ohio, to purchase "the southeast quarter of the northwest quarter of section 16, township No. 1, range No. 3, military lands," on a credit of twelve months. Flood sold him the said tract of land, on the 28th day of March, 1833, at 12 months' credit, by Marshall's paying him ten dollars in hand, and giving his note for the balance, with the condition, that if Marshall did not, in twelve months, pay his note, he was to forfeit the ten dollars. Flood gave to Marshall a paper which he called "*scrip*," telling him, at the same time, that the scrip would hold the land; at the same time charging him to keep the transaction a secret.

Marshall went on the land, erected a cabin and tobacco house, cleared and fenced in some of the land. Within seven months from the date of the transaction with Flood, Flood sold the said tract of land again to a Mr. Burt, and Marshall was turned off. He called on Flood, who gave him up his note, paid him his ten dollars, and said: "*I feel damned sorry for you.*" Marshall could neither read nor write.

Samuel Dennis, on the 9th day of March, 1833, purchased from Thomas Flood the "east half of the northwest quarter of section No. 16, of township No 1, of range No. 3 (military,)" on a credit of twelve months, by paying him nineteen dollars in hand, and gave his note for the balance; the $19 to be forfeited if the note was not punctually paid. Flood gave him what he called "scrip," which he told Dennis would enable him to hold his land for "twelve months." Flood told Dennis that his name was on the map, and that "all the devils in hell could not take it from him." Dennis paid the note within twelve months, and kept his land.

Daniel Burt made application to Flood, to enter the tract of land that Marshall had purchased from Flood. Flood, after examining the "book," informed Burt that the land was entered, and by Thomas Marshall. Burt's brother, subsequently, purchased the said tract from Flood.

Hugh McCoy, on the 30th of August, 1831, sent, by John Robins, one hundred dollars, for the purpose of purchasing the west half of the southwest quarter of section No. 23, of township No. 1, of range No. 3 (military,) for his son-in-law, Thomas Scott. Mr. Robins, on his return from the land office, gave to Mr. McCoy the register's receipt for the money, saying that Charles C. Gilbert claimed the land, and was keeping it for Wm. Sammons for two weeks. On the 13th of September following, Mr. McCoy himself went to the office, where he found the said Gilbert and Flood. He told them that he had come to see about the land of Thomas Scott. Gilbert replied: "You can't have the land; I have located that land for James Sprague, and have promised to keep it two weeks for Wm. Sammons." Mr. McCoy stated that the time had expired, and that they had promised, if Sammons failed to pay, that he could have the land for $20. McCoy stated that Scott was a poor man, and that he thought that the land was not worth more than the government price. Flood observed, Scott is your son-in-law, and your daughter would like to be close to you, and you had better give the $20. McCoy replied he would not give it, but that, after a good deal of altercation, McCoy paid $10, or rather gave his note to Gilbert for that amount, payable eight months after date. McCoy has no doubt, from what occurred then and subsequently, that the said Flood and Gilbert were engaged in speculating upon the purchasers of public land.

Phineas Tomlinson made application to Flood, the register, to know whether the west half of the northeast quarter of section No. 22, of township 3, in range 6, (military,) was entered. After examination of his books, Flood told him no. He then inquired for Gilbert, and applied to him to know what he would take to enter the aforesaid tract of land, and wait for one year. He said he would take $20, and would take his notes; one for $25, payable at 3 months, and the other for $95, payable in 12 months. Tomlinson gave his notes as above, and *Gilbert went to the plat book* and entered it. The notes were paid at maturity. The whole transaction took place in the register's office, and in presence of the register.

Frederick Yerean, in the latter end of September, 1831, called on Thomas Flood, and inquired if the west half of the southeast quarter of section No. 7, in township No. 2, of range 6 (military district,) was

entered. He answered, no. He then inquired of the said Flood what he would take to secure that tract for him for the space of 18 months. Flood pointed to C. C. Gilbert, who was in the office at the time, and said, "*Bargain with him.*" Gilbert agreed to do it for $30, and Yerean gave to Gilbert two notes of hand, drawn by his brother Jacob Yerean, in his favor, as security for his performance of the contract. Flood then marked the tract on the map as Yerean's, and, before the expiration of the 18 months, Yerean called and paid Gilbert $90, and took up his brother's notes deposited as collateral security, and gave his own note for the residue of the purchase money, $40; and on the 30th of May, 1833, he paid $30 on the last mentioned note. Yerean ascertained, that after he made his first payment of $90, the land was entered by Gilbert, and not before, and that it stood open and liable to entry by other or any person. He appealed to Gilbert to give him up his note for the balance, $10, as he had not entered the land until Gilbert had received Yerean's money to do it with. Gilbert gave him up the note. In the course of the conversation about the saving the land for 18 months, Yerean told them (Flood and Gilbert) that he would rather pay it sooner if he could; he had a place which he wanted to sell, and if he did so, it would enable him to pay sooner. Flood said, *we* would rather have part of the money, and therefore try and sell your place; but, if you cannot, come back and *we* will fix it for you. Yerean understood Flood, in his using the plural number, as meaning Gilbert and himself.

Henry Wheeler testifies to the same facts contained in the foregoing deposition; also, as to the good character of Yerean, also to that of Phineas Tomlinson.

Evan Ogan says he heard there was some dispute about Cummins' land, and, being in Zanesville, he called at the office of Thomas Flood, and inquired whether Cummins had purchased his land according to law? Flood said yes, and had paid every cent of the purchase money down for it; and that Cummins had a good title, and that it could not be taken from him. Ogan then told Flood that Bay claimed the land by pre-emption right. Charles C. Gilbert said that Bay had not settled on the land in time to obtain that right. Flood said no; "poh," he has no right, nor never can get any right.

John Reed understood, from report, in the spring of 1833, John Cummins had entered the west half of the southwest quarter of section 21, of township No. 9, in range No. 10, on which William C. Bay then lived; and that, in making the said entry, he had sworn that there was no person then residing on the land, and that Bay intended to have Cummins prosecuted for perjury. Feeling some interest in Cummins, from his knowledge of his good character, when he went to Zanesville he inquired of Flood as to the truth of the report. Flood stated, in reply to his inquiry, that Cummins had entered the land according to law, and had paid his money for it; and that Cummins had told him the truth concerning the residence of Bay; and that Cummins *was not sworn at the time of making the entry, as was reported.* Flood said that Bay was liable to a prosecution for remaining on the land. Reed inquired of Flood how Cummins was to get possession of his land? Flood said, if, upon notice, Bay refused to quit it, Cummins must pull the house down.

Lee Ogan, in April or May, 1832, called at the register's office, and had a conversation with Thomas Flood relative to the land occupied by Bay, and entered by Cummins. Flood told him that Bay had no right to the land, and he could not get one; and that the land belonged to Cummins; and that Cummins was not sworn anything about the land.

Charles P. Moore, in the spring of 1831, saw in the hands of W. C. Bay a paper which he said was a copy of Cummins' affidavit, made at the time he entered his land. At the request of Cummins, Moore went with him to Zanesville, and called at the receiver's office, and inquired of B. Van Horne if such an affidavit was on file in his office? He produced the paper, of which I had seen a copy in Bay's hands. Cummins immediately denied *ever* having been sworn to any such thing. We went to the register's office, and inquired for the register: young Flood replied that his father was east of the mountains. Cummins told young Flood of the report circulated by Bay to his disadvantage. Young Flood said, "You were not sworn, or never were sworn in this office." Cummins applied to young Flood for a certificate to that effect, which Flood said he would give; and did give him a paper which we, then, both thought to be a certificate. Some days after we returned from Zanesville, Cummins asked me to read the paper given him by young Flood. I done so, and found that the paper was not what he promised to give, but had grossly deceived poor Cummins, who is an ignorant man, can neither read nor write, but is of most excellent character for honesty, truth, and veracity.

William C. Bay, when he heard that Cummins had entered the land on which he, Bay, resided, went to the receiver's office, and was there shown an affidavit of said Cummins, taken before the register, Flood, acting as a justice of the peace, wherein Cummins swears that, after personal inspection of the land, there was no person residing on it. From the receiver's office he went to the register's office, and inquired of Thomas Flood about the entry and the affidavit. Flood said that Cummins had entered the land; it was his, and that *he was not sworn.* Bay had a good deal of conversation with Flood, who *cursed him.* Flood afterwards offered to let me enter the same tract of land if I would give him *my horse, saddle, and bridle.* Charles C. Gilbert went with me to look at my horse, saddle, and bridle; I advised with Levi Lewis, and did not give him the horse, &c.

John Cummins applied to Flood, the register, to enter a tract of land. Flood inquired if any person was residing on it? Cummins informed him that Bay resided on it. Flood asked for the money, which was handed to him. Flood then requested Cummins to put his mark to a piece of writing: he took no oath. The paper in the receiver's office purports to be an affidavit taken before Flood, as a justice; and, also, that he paid for his land in scrip, when, in truth, he paid the money for it.

Witness' character certified to be good.

Deposition of Samuel McDoll Wilson, of Wheeling township, Guernsey county, State of Ohio:

Samuel McDoll Wilson testifies that he did make the request of Sarah Booth, as stated in her deposition. That he did not afterwards *save the land,* according to the request of the register, but made up the full sum, went to Zanesville, and entered the land in question.

Deposition of Thomas Dillon, of Harrison township, Knox county, Ohio:

Thomas Dillon testifies that he has reason to believe that, at the public sale at the register's office in Zanesville, on the 18th of July, 1831, there was a combination between Wolf, Gilbert and Flood, to procure the southwest quarter of section 15, township 6, range 11, at the minimum price of the government, when myself and several other persons offered more than twice that sum for the land. His reasons are these: Adam Mosholder, being at said sale, asked Dillon what he intended to purchase? Dillon replied, the lot herein described. Mosholder then said that Wolf wanted the same tract; and, judging from appearances, there was something going on between Gilbert, Wolfe and Flood, as they had been running from one office to the other, with much private talk. This information induced Dillon to try to find out if it was so. He accordingly met Wolf near the register's office, and spoke to him on the subject of his having come there to bid on that particular tract. Wolf replied that he had. Dillon asked him if he knew of any one else who wanted the same tract? Wolf said that there was money from Mount Vernon deposited for that purpose. George Flood then came from the register's office, and called Wolf away, and held a private conversation with him. After Flood had gone again, Dillon proposed to Wolf that if he would act the man, he would not bid against him; or, if he would say nothing, Dillon would bid off the land, and either sell or buy the half with Wolf; saying that he would sell at the same price that Wolf would. From the countenance of Wolf at the time, and his manner of treating the subject, Dillon was convinced that he was bound by a former promise; and he was still more assured of the fact, on finding him ignorant of the numbers, and the particular time that, in the progress of the sales, this tract would be sold. Flood again called Wolf from Dillon, and, after some private talk, Dillon heard Flood tell Wolf to "*Go on one side, and say nothing.*" Wolf went into the office. The sales progressed; and this tract herein described was sold in two parcels. Dillon bid it to $3.50 per acre: George Flood bid one more cent, and it was struck off to him. Dillon heard some one in the office ask "Who got the land?" George Flood replied, "Peter Wolf." Dillon further says, that he has heard that, at this land office in Zanesville, they were in the habit of taking five dollars, and keeping the land back from entry.

Deposition of Jesley D. Johnston, of Clay township, Knox county, Ohio:

Jesley D. Johnston says that, from report, he has heard many complaints of improper conduct in the land office at Zanesville. Said Johnston further testifies that he is well acquainted with Adam Mosholder and Thomas Dillon, and that, when under oath, they were fully entitled to credit.

Deposition of Sarah Booth, of Oxford township, Tuscarawas county, State of Ohio:

On the 18th of May, 1832, Sarah Booth went to the register's office at Zanesville for the purpose of entering a tract of land, &c. Being at the office, Sarah Booth inquired of Flood, register, if Mr. Wilson, then living on the northeast quarter of the northeast quarter, section 4, &c., could hold said land by pre-emption, as his money was insufficient for purchase? Said Flood replied that he could not hold the land by pre-emption; "but tell Wilson to come down with what money he has, as there is a person here who is in the habit of saving land for people." Sarah Booth delivered the foregoing message to Wilson, and further knoweth not.

Deposition of James Cook Colson, of Adams township, Coshocton county, State of Ohio:

About the last of March, 1832, James Cook Colson went to the land office at Zanesville, where he found the register, two young men, one of whom appeared to be a clerk in said office, and C. Gilbert, who was employed writing at a table. Said Colson inquired of Gilbert if the east half of the southeast quarter of section No. 3, of township No. 6, in range 4, (military,) was entered? On examining the map, Gilbert replied that it was not entered. Colson then asked Gilbert what he would ask to secure the land for twelve months? Gilbert hesitated a few moments, and then inquired how much money he had? Colson showed him $24.50, being all that he had. Gilbert then consulted Flood, the register, as to what he should do. Flood replied, "I think you had better risk it, and try for once what a poor man can do, and do not be too hard on him, as he is a brother Yankee of yours." Accordingly, Gilbert took $23 of the money, and required, before the expiration of three months, Colson's note, with three securities, for the sum of $114.50, being in full for the land at $1.25 per acre. Upon failure of the same, he would forfeit *the twenty-three dollars and the land*. Before the expiration of the three months, Colson's note was sent to Gilbert, secured by Richard Taylor, Robert Corbet, and Henry Delong. Gilbert returned, (by the bearer, George Williams,) an instrument of writing, wherein he bound himself to secure the land for twelve months, provided Colson would pay within the stipulated time the sum of $114.50, being in full for the land at $1.25 per acre. On the 14th day of March, 1833, Colson went to Zanesville with the above-mentioned sum of $114.50. On inquiry at the office, Gilbert could not be found; but the clerk in the office observed "We sometimes do business for Mr. Gilbert." The clerk then mentioned my business to the register, Flood. Upon hearing it, the register remarked, "In that case there must be a note with three securities. He, the register, got the note, and gave it to the clerk. The clerk returned Colson the note upon his paying the sum of $114.50. Clerk, at the same time, gave Colson some papers which he directed him to take to the receiver's office. Colson took the papers to the receiver, and got, in return, a receipt for the sum which he had paid the clerk in the register's office,

James Cook Colson also testifies that he once saw a paper in the hands of George Williams relating to a case similar to the one above mentioned.

The characters of Sarah Booth, Samuel McDoll Wilson and James Cook Colson, certified to be unexceptionable by James Lisk, justice of the peace.

Deposition of William M. Wallace, of Zanesville, in Muskingum county, Ohio:

William M. Wallace states that he was invited by Thomas Flood, the register, to attend the sales of public lands at Zanesville. On the 18th of July, 1831, he accordingly went; and during the progress of the sales he was particularly attracted by the competition for two and a half quarters of land which were contended for by a stranger, (to all appearance a farmer,) Charles C. Gilbert, and George Flood. The land, as informed by Gilbert, was in the neighborhood of Kenyon College. The land was bid off by George Flood at three dollars and fifty cents per acre. Previous to the sale, Flood, the register, told me that there would be some fun at the sale, as Gilbert and his son George were employed to bid for the

same land, and neither would make known their limit of price. The bidding commenced between Gilbert and the stranger, and when it had reached two dollars and fifty cents, Gilbert ceased to bid, and George Flood commenced bidding, and bid it off at three dollars and fifty cents per acre. Gilbert and George H. Flood did not bid against each other at all. G. H. Flood on that day was acting as clerk in his father's office. After the conduct of Flood, the register, in this particular sale, became matter of public discussion, George told me that, previous to the sale, money had been deposited with him for the purchase, and that, after the sale, he returned it to the person for the purpose of making his entry.

Judging from the evidence of persons who complain of bad conduct in that office, it must be bad indeed. These complaints were made chiefly by persons from a distant part of the Zanesville land district. I, William M. Wallace, was one of the securities of Thomas Flood for the right performance of his official duties, and have lived in Zanesville, in the occupation of merchant, since 1823.

23D CONGRESS.] No. 1255. [1ST SESSION.

ON APPLICATION FOR AUTHORITY TO CONVEY A CERTAIN TRACT OF LAND WHICH WAS OBTAINED UNDER THE PROVISIONS OF THE TREATY OF FORT JACKSON.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 24, 1834.

Mr. CARR, from the Committee on Private Land Claims, to whom were referred the memorials of Zachariah McGirth and Samuel Bradford, praying that the said Zachariah McGirth may have full authority to convey a certain tract of land which he obtained under the provisions of the treaty of Fort Jackson, reported:

That they have had the same under consideration, and are of opinion that to grant the prayer of the memorialists, so far as the United States may have any reversionary interest, is highly necessary to secure to the said McGirth the benefit which was intended to be conveyed to him by the original grant. It has been represented to the committee that the services of the said McGirth in the Creek and Seminole wars were highly meritorious; that he commanded a company of rangers at the close of the Seminole war, raised by himself, under the orders of General Jackson; in doing which, and to get the company as speedily into the field as the urgency of the public service required, he was obliged to assume personal responsibilities, which afterwards brought him to the brink of ruin. He was forced to rent his land, remove to the Creek nation, and afterwards to make a contract for the sale of the land to save his personal property. The committee also find that the privilege prayed for by the memorialists has heretofore been granted to other meritorious persons in the same situation. They therefore ask leave to introduce a bill.

23D CONGRESS.] No. 1256. [1ST SESSION.

ON CLAIM TO LAND IN INDIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 24, 1834.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of Daniel Smith, reported:

That, upon an examination of this case, it appears that on the 13th of October, 1830, Daniel Smith entered at the Crawfordsville land office, Indiana, the southeast quarter of section 20, township 13 north, range 1 west. He received a certificate of purchase for the same, which was duly transmitted with the monthly abstracts of the register for that month, and recorded on the books of the office of the Commissioner of the General Land Office, preparatory to a patent being issued to him for said tract of land, and which patent, had it been duly issued, would have borne date January 3, 1831. On the 11th April, 1831, Joseph Mosier entered the same land; the register at Crawfordsville granted his certificate of purchase, and a patent issued bearing date November 2, 1831. The entry having been reported as a case of pre-emption, the books of the office of the Commissioner were made to conform thereto, and the original entry of Daniel Smith canceled. This pre-emption right was claimed and reported under the act of the 29th May, 1830; upon an examination of which, the committee are of opinion that the entry made by Smith should not have been canceled. It appears to be just and lawful that he should be placed on a basis of equal right, as far as a patent may be deemed evidence of title before the State tribunals. A bill is therefore reported.

23d Congress.] No. 1257. [1st Session.

IN RELATION TO THE PROCEEDS OF THE SALES OF THE PUBLIC LANDS IN THE LOUISIANA PURCHASE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 25, 1834.

TREASURY DEPARTMENT, *June* 24, 1834.

SIR: In obedience to a resolution of the House of Representatives of the 10th of April last, directing the Secretary of the Treasury "to inform this House what amount of money had been received into the Treasury on or before the 30th of September, 1832, as proceeds of lands embraced in the Louisiana purchase, and which had been sold by the United States; exhibiting also a statement of payments from the Treasury, for roads or other improvements within the limits of said purchase; also exhibiting the amount of payments by the United States of and upon any claim or claims to lands within said purchase; also payments and expenditures to obtain title to any Indian rights to such lands; also payments to commissioners, officers, &c., who have been employed in the management and sale of lands within said purchase, and so as to exhibit clearly the receipts and expenditures (except the original purchase money) for said lands so purchased by the United States, to the day aforesaid; also similar information concerning the lands embraced in the Florida purchase"—I have the honor to submit the accompanying statements from the Register and the Second and Third Auditors of the Treasury.

I have the honor to be, sir, very respectfully, your obedient servant,

R. B. TANEY, *Secretary of the Treasury.*

The Hon. JOHN BELL, *Speaker of the House of Representatives.*

Statement of the amount of money received into the Treasury, to the 30th of September, 1832, on account of land sold in the "Louisiana purchase;" exhibiting also the payments from the Treasury to the same time, on account of roads, and other internal improvements; for land claims; to land commissioners and clerks, including the salaries and commissions of registers and receivers, and the incidental expenses of the several land offices, and the expenses of surveys; also, the amount paid to obtain titles to Indian rights to lands within the said purchase. Prepared in obedience to a resolution of the House of Representatives of the 10th of April, 1834.

Amount of money received into the Treasury, to the 30th of September, 1832, on account of lands sold within the "Louisiana purchase"	$3,440,450 75
Payments from the Treasury, to the same time, viz:	
On account of roads, and other internal improvements	$115,796 23
For land claims	222,237 15
To land commissioners, registers, and receivers, and for incidental expenses and surveys	823,942 25
To obtain titles to Indian lands, as per reports of the Second and Third Auditors	469,918 78
Total	$1,631,894 41

T. L. SMITH. *Register.*

TREASURY DEPARTMENT, *Register's Office, June* 23, 1834.

Statement of the amount of money received into the Treasury, to the 30th of September, 1832, on account of lands sold in the "Florida purchase;" exhibiting also the payments from the Treasury to the same time, on account of roads, and other internal improvements; for land claims; to land commissioners and clerks, including the salaries and commissions of registers and receivers, and the incidental expenses of the several land offices, and the expenses of surveys; also the amount paid to obtain titles to Indian rights to lands within the said purchase. Prepared in obedience to a resolution of the House of Representatives of the 10th of April, 1834.

Amount of money received into the Treasury, to the 30th of September, 1832, on account of lands sold within the "Florida purchase"	$528,827 43
Payments from the Treasury, to the same time, viz:	
On account of roads, and other internal improvements	$124,291 15
For land claims	32,258 57
To land commissioners, registers, and receivers, and for incidental expenses, and surveys	187,792 79
Amount paid to obtain titles to Indian lands, as per the report of the Second Auditor	161,334 93
Total	$505,677 44

T. L. SMITH, *Register.*

TREASURY DEPARTMENT, *Register's Office, June* 23, 1834.

TREASURY DEPARTMENT, *Second Auditor's Office, June* 21, 1834.

SIR: In obedience to a resolution of the House of Representatives, referred by you to this office, on the 24th of April last, for a report on that part which calls for information as to "payments and expenditures to obtain titles to any Indian rights to lands embraced in the Louisiana purchase;" also "similar information concerning the lands embraced in the Florida purchase"—I have the honor to state:

That the payments and expenditures to obtain title to any Indian rights to lands in the Louisiana purchase amounted, on the 30th September, 1832, as far as can be ascertained from the accounts and documents on file in this office, to $461,950; and that the total amount of the purchase is $1,448,111.

And that the lands embraced in the Florida purchase cost $238,334.93, of which $161,334.93 had been paid on the 30th September, 1832.

The balances due by the United States on both those purchases arise out of the annuities payable to the various Indian tribes from whom the purchases have been made.

I have the honor to be, with respect, your obedient servant,

W. B. LEWIS.

To the Hon. the SECRETARY *of the Treasury.*

TREASURY DEPARTMENT, *Third Auditor's Office, April* 28, 1834.

SIR: In compliance with your directions of the 24th inst., "to report on that part of the resolution of the House of Representatives which calls for information as to payments and expenditures to obtain title to any Indian rights to lands embraced in the Louisiana purchase," I have the honor to state that an examination of the books of this office has been made (the accounts and vouchers having been destroyed by the burning of the public offices), and the following entries are found to be made, and are the only cases ascertained to designate payments or expenditures for the purposes above stated, viz:

Paid by William Clark, agent of Indian department at St. Louis, to sundry persons for merchandise for Indians of different nations, and generally for the use of the Indian department, between the 6th February and 20th October, 1808, including articles furnished the Great and Little Osage nations, in conformity to a treaty made with them by Governor Lewis on the 10th November, 1808.....	$4,968 78
For sundry merchandise delivered by George C. Sibley, United States factor at Fort Osage, to the Great and Little Osage nation of Indians, in full of their annuities for the year 1810.....	1,500 00
For sundry merchandise delivered by said Sibley to the same nation of Indians, in full of their annuities for the year 1811.....	1,500 00

Other payments may have been made for the same object; but as the entries on the books are general, and charged to the Indian department, and as the accounts and vouchers cannot be referred to, it is impracticable to furnish any further information on the subject from the records in this office.

I have the honor to be, most respectfully, your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. ROGER B. TANEY, *Secretary of the Treasury.*

23D CONGRESS.] **No. 1258.** [1ST SESSION.

ON CONFLICTING CLAIMS TO LANDS IN KENTUCKY, DERIVED FROM VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JUNE 26, 1834.

Mr. MANN, of New York, from the Committee on Private Land Claims, to whom was referred the petition of the heirs at law of the late Nathaniel Welsh, a captain in the first Virginia State regiment in the war of the revolution, reported:

The petitioners state that their ancestor, under the laws of Virginia, became entitled to four thousand acres of land, for his services, and obtained a warrant for that number of acres from the State of Virginia, and that a location was made in that part of the State of Kentucky now constituting the county of Pulaski; that it now appears that one Peter Kemp, who also had a warrant for similar lands, made a location by virtue thereof, which interfered with the location of Welsh so as to deprive him of one thousand acres of the land to which he was entitled. It appears by a certificate from the General Land Office, on examining the abstracts of warrants issued by the register of the land office at Richmond, that a warrant for 4,000 acres was issued to Peter Kemp, 20th March, 1783, and also a warrant for 4,000 acres was issued on the 26th April, 1783, to Nathaniel Welsh, which has been satisfied by patent. Accompanying this petition the committee find a certified copy of a deposition of Nathaniel Welsh, taken the 6th day of June, 1812, in a cause depending in the superior court of chancery for the Richmond district, at the instance of Peter Kemp and John Minor, at the suit of William Wallis, by which it appears that in 1784 the said Welsh made a location for Kemp on Pitman's creek, in the State of Kentucky, for 1,000 acres, and shortly after another for himself, of 1,000 acres, on the same creek, which he thought several miles below the location of said Kemp, and too remote for an interference. Welsh says that if the survey which was made for Kemp has been made upon the identical land entered and located for him, he acknowledges that his (Kemp's) right, as far as his quantity of 1,000 acres extends, is, and ought to

be, paramount to the deponent's; and if, to give him that quantity, it requires the taking of a part of deponent's land, the deponent is willing to relinquish his right to so much. On the 18th January, 1814, Welsh files his answer to the bill of Wallis against Kemp and others. Welsh, being one of the defendants, referring to the deposition before made, says he is willing to give up all his right and title to the 1,000 acres of land purchased by Wallis of Kemp, a certified copy of which answer is also among the papers. On the 14th June, 1814, a decree was made in the cause, (the petitioners in the meantime having, on the death of their ancestor, been made parties to the bill,) and the court adjudged "that as the defendant, Welsh, never asserted any right to conflict with the claim of Kemp to the 1,000 acres of land in the bill mentioned, that the bill be dismissed with costs against the complainant."

The United States, by act of Congress of 30th May, 1830, assumed all the liabilities of the State of Virginia for land bounties promised to her State troops, and the question now to be considered is, whether the heirs of Welsh, under the circumstances of this case, would be entitled to claim against the State of Virginia. The warrant to Welsh was issued on the 26th April, 1783, for 4,000 acres, and has been located by himself, and satisfied by patent. An adverse claim is set up and prosecuted, as is alleged, for a part of the lands located, and Welsh swears that he is willing to give up all his right and title to the 1,000 acres purchased by Wallis of Kemp. The court decree that he never asserted any claim to the land in controversy, and therefore dismiss the bill with costs against the complainant. The heirs of Welsh allege that he lost the 1,000 acres of land in consequence of his location interfering with Kemp's, while Welsh testifies that he thought, when he made the locations for himself and Kemp, in 1784, that they were several miles apart, and he did not assert any claim to Kemp's location, or any part of the location of his 1,000 acres. The State of Virginia have performed everything they promised to Welsh. They gave him a title to 4,000 acres of land, to be located, as he might choose, on the public domain of that State, and, for aught that appears before the committee, he has obtained what he was entitled to. It does not follow that because he did not assert his claim to the 1,000 acres which was in controversy in the suit of Wallis against Kemp and others, that he therefore lost 1,000 acres; neither would it follow as a consequence that because persons entitled to make locations on the public lands should make locations which conflict with each other, that the United States or the State of Virginia are liable to the damages which might accrue thereby. It is understood that much confusion has arisen in the making of these locations, and the committee do not deem it a duty of Congress to engage in the conflicts consequently arising between individuals in respect thereto, or to undertake, by legislation, to repair the losses which may have been sustained in those conflicts, or to adjudge upon the rights which have been in controversy. The committee do not believe that sound legislation will permit the assumption by Congress of the burden of correcting errors which have intervened in the locations of individuals, nor of repairing the losses occasioned thereby. If Welsh has not received the lands to which he was entitled, (which is by no means certain on the evidence before the committee,) it is not the fault of the government of Virginia or the United States; and, in the opinion of the committee, the petitioners are not entitled to the relief prayed for on the evidence now submitted.

23d Congress.] **No 1259.** [2d Session.

STATEMENT OF CLAIMS FOR BOUNTY LANDS PRESENTED AND PATENTS ISSUED DURING THE YEAR ENDING SEPTEMBER 30, 1834.

COMMUNICATED TO CONGRESS BY THE PRESIDENT, DECEMBER 1, 1834.

Return of claims which have been deposited in the bounty land office, in the year ending the 30th September, 1834, for services rendered during the war of the revolution:

Number of claims received and acted on from the 1st October, 1833, to the 30th September, 1834, inclusive		1,113
Claims on which land warrants have issued	97	
Claims found to have been previously satisfied	246	
Claims not entitled to bounty lands	202	
Claims in which the names of the applicants are not returned on the records	404	
Claims on which further evidence was required	124	
Claims on which regulations were sent	40	
		1,113

Abstract of the number of warrants issued in the year ending the 30th September, 1834:

2 colonels, 500 acres each		1,000
2 lieutenant colonels, 450 acres each		900
1 major		400
6 captains, 300 acres each		1,800
11 lieutenants, 200 acres each		2,200
3 ensigns, 150 acres each		450
2 physicians and surgeons, 450 acres each		900
1 hospital surgeon		450
1 regimental surgeon		400
1 surgeon's mate		300
67 rank and file, 100 acres each		6,700
Total warrants 97	Total acres	15,500

Number of warrants signed by Generals Knox and Dearborn, on file, unclaimed	48

Return of claims which have been deposited in the bounty land office, in the year ending the 30th September, 1834, for services rendered during the late war:

Claims suspended since last report		309
Claims since received		434
		743
Claims on which warrants have issued	56	
Claims found to have been previously satisfied	68	
Claims not entitled to land	64	
Claims returned for further evidence	92	
Claims for which regulations were sent	126	
Claims on file suspended	308	
Claims substantiated by due proof since the 26th May, 1834, at which period the law authorizing the issue of warrants of the late war class expired, and in relation to which, warrants will issue in the event of the revival of that law	29	
		743

Abstract of the number of warrants issued in the year ending the 30th September, 1834:

Warrants issued under the acts of Congress of 24th December, 1811, and 11th January, 1812	53
Warrants issued under the acts of Congress of 10th December, 1814	2
Warrant issued to Canadian volunteer, under special act of Congress	1
Total warrants	56
Whereof, of the first description, granted 53 of 160 acres each	8,480
Whereof, of the second and last description, granted 3 of 320 acres each	960
Total acres	9,440

DEPARTMENT OF WAR, *Bounty Land Office, Nov.* 1, 1834.

The above and foregoing are respectfully reported to the honorable Secretary of War as the proceedings of this office for the year ending on the 30th September, 1834.

WILLIAM GORDON, *First Clerk.*

23D CONGRESS.] No. 1260. [2D SESSION.

OPERATIONS OF THE GENERAL LAND OFFICE OF THE UNITED STATES FOR THE YEAR 1834.

COMMUNICATED TO CONGRESS WITH THE ANNUAL REPORT OF THE SECRETARY OF THE TREASURY ON THE FINANCES, THE 4TH OF DECEMBER, 1834.

ANNUAL REPORT OF THE COMMISSIONER OF THE GENERAL LAND OFFICE.

GENERAL LAND OFFICE, *November* 29, 1834.

SIR: In presenting for your examination, and for that of the government, and for the consideration of Congress, the annual report of the operations of this office for the entire year of 1833, and the first three quarters of 1834, it affords me much pleasure to state that the sales of the national domain are annually increasing with the tide of emigration to the west and southwest, and the accumulating population of those fertile and extensive regions. In the time of peace and of national prosperity, with a rapidly accumulating metallic currency, the most powerful stimulus to private enterprise and general industry, it is safe to calculate that the annual amount of this branch of the public revenue will continue to increase with the means of human happiness and general prosperity. It is the province of the statesman and of judicious legislation to furnish every facility to the accomplishment of those objects which essentially contribute to national greatness, and which create those resources of defence and independence necessary to preserve the integrity of all government, and to accelerate the march of empire. The vast territory of the valley of the Mississippi, extending east and west, from the Alleghany to the Rocky mountains, and north and south, from Upper Canada to the Gulf of Mexico, presents a scene for the contemplation of the philanthropist and political philosopher, and a field for the operations of the legislator, of the most sublime character and moral influence, as connected with human society, hitherto unprecedented in the annals of the world. With a free white population, greatly exceeding that of the United States at any period of the revolution, with every means of subsistence for tens of millions of population, and with resources beyond the necessity of human wants and human convenience; with a climate more temperate and mild, and a soil more prolific and fruitful than any which has hitherto been discovered, there requires no stretch of the imagination, no genius of exaggeration, no confidence in prophecy, to anticipate the future revenue and means of strength, prosperity, and happiness which the Divinity has designed and allotted to the transmontane valley of North America.

The periods to which the quarterly accounts of the receivers have been rendered to this office, as

also the monthly abstracts of sales and receipts, and the acknowledged balance remaining in the hands of the receivers, at the respective dates of their last returns, will be found in the annexed document, marked A. An unusual promptness has been observed in this part of the duty of the land officers during the past year, highly creditable to the public service. With very few exceptions the returns have been duly transmitted to this office, as required by law and the regulations of the department.

The annexed statement marked B, exhibits, for the year 1833, and the first three quarters of 1834, the quantity of public lands sold in each State and Territory; the amount of purchase money; the several amounts received in cash, in forfeited land stock, and in military bounty land scrip; and the amount of money paid into the Treasury. By this statement, and by a reference to my last annual report, it will appear that the sales of 1833 exceeded those of 1832, 1,393,885 acres, $1,856,908 of purchase money, and of the amount paid into the Treasury $1,344,300; and that the sales of the first three quarters of 1834 exceed those of the corresponding quarters of 1833, 330,291 acres, $437,040 of purchase money, and of the amount paid into the Treasury the sum of $856,518. It is probable the aggregate amount of sales for this year will exceed those of the last, as also the amount of cash paid into the Treasury. The returns of the last quarter of the year generally present the largest amount of sales and purchase money.

The accompanying tabular statement, marked C, shows the amount of forfeited land stock issued and received at each land office, and of military bounty land scrip received, with the aggregate in each State and Territory, to the 30th of September last. On an examination of which, it will appear there has been issued, of forfeited land stock, $646,154.66, of which there has been received in payment for lands sold the sum of $632,743.85, leaving a balance, not presented at the land offices, of less than $13,500.

By the several acts of May 30, 1830, July 13, 1832, and March 2, 1833, lands were appropriated to satisfy unlocated military bounty land warrants for services rendered in the army of the revolution, in the Virginia State line and navy, in the Virginia continental line, and in payment for United States warrants for the same service. The appropriation made by these acts is unlimited as to the United States warrants, and those for Virginia amount to 810,000 acres, for which scrip was directed to be issued. Of this quantity of the Virginia warrants, scrip has been issued for 796,820 acres, leaving a balance of 13,180 acres yet to be satisfied, for which scrip will be issued so soon as the applicants shall complete their title papers to their warrants. Statement marked D, hereunto annexed, shows the number of each description of warrants which have been satisfied under these laws; the quantity of land for which scrip has been issued; the amount thereof in money, at one dollar and twenty-five cents per acre; with the number of certificates issued, and their several totals; in which statement it will be seen that, to the 15th instant, 1,544 warrants have been satisfied, containing 894,570 acres, equal to $1,118,212.50, in 12,049 certificates of scrip; and, by statement C, it appears, of this amount, the sum of $1,008,360.12 had been received in payment of public lands up to the 30th September last. Virginia warrants have already been filed for about 500,000 acres, exceeding the amount which can be satisfied with scrip out of previous appropriations. I have no *data* by which to calculate the amount not yet filed; but, from verbal information, I am of opinion it would not be safe to estimate it at less than 500,000 acres. It is in the will of Congress whether further appropriations shall be made for the same.

The appropriation of $6,000, at the last session, for extra clerk hire for this office, exclusive of $4,000 for assistance in the bureau of military bounty lands, has essentially contributed to the promotion of the public service, and has enabled me to progress very considerably with the records of the public sales, without which serious injury would have been sustained by the parties in interest, and much embarrassment to the government. I cannot too urgently solicit from Congress the *absolute necessity* of continuing the requisite appropriations, as contained in my official estimates for the year 1835, and as indispensible to the future operations of this office. Six thousand dollars was also appropriated, at the close of the last session, for the writing and recording of forty thousand patents for land sold. This service has been performed at the price stipulated in the act, and the patents will all be examined and transmitted to the several land offices by the close of the present year. With this additional aid to the permanent force of the office, it is my duty to state that the arrears are constantly accumulating. On the 1st of January next the arrears of patents for lands sold will not be less than one hundred thousand, in which more than seventy thousand persons are directly interested as purchasers, and whose rights and convenience are entitled to the respect and attention of government. The pecuniary interests of so large a class of our fellow-citizens are certainly worthy of the respectful consideration of those who administer the public affairs of the nation. I submit it to the particular examination and impartial judgment of Congress. It should also be remarked that this is but one item of the arrears of the office; the others previously reported are annually increasing, and cannot be diminished without a neglect of current duty.

The surveys of the public lands have progressed during the present year as rapidly as practicable, and to the utmost extent provided by law for the discharge of office duty by the several surveyors general; but it is impossible for those officers to complete the public surveys in particular districts, and, in numerous instances, of private land claims, without more discretionary power is vested in the Secretary of the Treasury to make reasonable allowances for services which cannot be procured for the compensation allowed by law. This is a subject which has also been repeatedly presented to the government for its judicious legislation: I renew the suggestions, under the strongest sense of public duty.

As it is the policy of the government, as it is the interest of the people of the western and southwestern sections of the Union to facilitate the sales of the public lands by such means as will secure to that extensive territory a population of industrious and enterprising citizens, who shall be proprietors of the soil they cultivate, and inheritors of the blessings of civil and religious liberty, for which this country is so greatly distinguished, I consider it my duty again to urge upon the consideration of Congress the adoption of every necessary measure to enable this office more promptly to discharge its numerous duties, and the surveyors general to comply with the requisitions of law in the operations of their official conduct. It is in vain to expect that the intentions of the government, and the reasonable expectations of the inhabitants of the vast interval of the Mississippi, can be accomplished and realized without the necessary and appropriate means are provided for such objects. Vain also will be the efforts of this office, and the agents of the government subordinate thereto, in their struggles to perform their respective duties, unless aided and supported by the efficient legislation of Congress.

I have the honor to be, with great respect, your obedient servant,

ELIJAH HAYWARD.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

A.

Exhibit of the periods to which the monthly accounts of the registers and receivers of the public land offices have been rendered, showing the balance of cash in the receivers' hands at the date of their monthly accounts current, and the periods to which the receivers' quarterly accounts have been rendered.

Land offices.	Monthly returns.		Admitted balance of cash in the hands of receivers, per last monthly account.	Period to which the receivers' quarterly accounts have been rendered.
	Period to which rendered by register.	Period to which rendered by receiver.		
OHIO.				
	1834.	1834.		1834.
Marietta	September 30...	October 31...	$664 23	September 30.
Zanesville	October 31...	October 31...	2,925 37	September 30.
Steubenville	October 31...	October 31...	1,689 11	September 30.
Chillicothe	October 31...	October 31...	1,040 35	September 30.
Cincinnati	October 31...	October 31...	3,750 47	September 30.
Wooster	October 31...	October 31...	1,272 59	September 30.
Wapaghkonetta	July 31...	July 31...	10,275 94	June *30.
Bucyrus	October 31...	October 31...	31,447 71	September 30.
INDIANA.				
Jeffersonville	October 31...	October 31...	.....	September †30.
Vincennes	October 31...	October 31...	6,066 02	September 30.
Indianapolis	October 31...	October 31...	27,936 81	September 30.
Crawfordsville	September 30...	September 30...	10,596 72	September 30.
Fort Wayne	October 31...	October 31...	16,398 19	September 30.
La Porte	October 31...	October 31...	12,261 03	September 30.
ILLINOIS.				
Shawneetown	October 31...	October 31...	1,083 28	September 30.
Kaskaskia	October 31...	October 31...	789 64	September 30.
Edwardsville	October 31...	October 31...	1,484 57	September 30.
Vandalia	October 31...	October 31...	9,512 81	September 30.
Palestine	October 31...	October 31...	3,406 26	September 30.
Springfield	October 31...	October 31...	12,973 68	September 30.
Danville	October 31...	October 31...	10,457 84	September 30.
Quincy	October 31...	October 31...	3,222 94	September 30.
MISSOURI.				
St. Louis	October 31...	October 31...	.....	September 30.
Fayette	October 31...	October 31...	4,702 17	September 30.
Palmyra	October 31...	October 31...	13,481 29	September 30.
Jackson	September 30...	October 31...	5,805 73	September 30.
Lexington	October 31...	October 31...	3,634 58	September 30.
ALABAMA.				
St. Stephen's	September 30...	September 30...	.....	September 30.
Cahaba	October 31...	October 31...	6,701 80	September 30.
Huntsville	October 31...	October 31...	6,666 28	September 30.
Tuscaloosa	August 31...	August 31...	.....	June ‡30.
Sparta	October 31...	October 31...	821 69	September 30.
Demopolis	September 30...	September 30...	2,709 15	September 30.
Montgomery	October 31...	October 31...	.....	September 30.
Mardisville	October 31...	October 31...	27,058 91	September 30.
MISSISSIPPI.				
Washington	October 31...	August 31...	200 72	June 30.
Augusta	October 31..,	October 31...	6,658 95	September 30.
Mount Salus	October 31...	October 31...	12,956 09	September 30.
Columbus	October 31...	October 31...	40,320 29	September 30.
Chocchuma	September 30...	September 30...	8,188 81	June 30.
LOUISIANA.				
New Orleans	September 30...	September 30...	606 47	September 30.
Opelousas	October 31...	October 31...	5,827 56	September 30.
Ouachita	October 31...	October 31...	5,502 39	September 30.
St. Helena	October 31...	October 31...	845 33	September 30.

* Returns delayed by sickness of receiver. † $332.15 overpaid. ‡ $3,105.26 due receiver, September 30, 1834.

A.—*Exhibit of the periods, &c.*—Continued.

Land offices.	Monthly returns.		Admitted balance of cash in the hands of receivers, per last monthly account.	Period to which the receivers' quarterly accounts have been rendered.
	Period to which rendered by register.	Period to which rendered by receiver.		
MICHIGAN.				
Detroit	October 31...	October 31...	.....	September 30.
Bronson	October 31...	October 31...	$15,119 84	September 30.
Monroe	October 31...	October 31...	2,742 63	September 30.
ARKANSAS.				
Batesville	September 30...	September 30...	1,731 29	September 30.
Little Rock	October 31...	October 31...	8,136 76	September 30.
Washington	October 31...	October 31...	530 48	September 30.
Fayetteville	September 30...	September 30...	3,362 69	September 30.
FLORIDA.				
Tallahassee	September 30...	September 30...	1,302 49	June 30.
St. Augustine	No returns.	.....	.....	

TREASURY DEPARTMENT, *General Land Office, November* 29, 1834.

ELIJAH HAYWARD, *Commissioner.*

B.

Statement of public lands sold, of cash and scrip received in payment therefor, of incidental expenses and payments into the Treasury on account of public lands, during the 1st, 2d, and 3d quarters of the year 1834.

Land offices.	Lands sold, after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount of incidental expenses.	Am't paid into the Treasury from 1st January to 30th Sept., 1834.
	Acres.	Purchase money.		Forfeited land stock.	Military land scrip.			
OHIO.								
Marietta	9,359.63	$11,698 28	$11,698 28	.....	.....	$11,698 28	$1,045 58	$8,372 80
Zanesville	24,706.79	30,883 48	17,231 45	$735 94	$12,916 09	30,883 48	1,552 42	18,725 61
Steubenville	3,008.99	3,761 24	3,328 82	382 49	49 93	3,761 24	954 19	1,500 00
Chillicothe	16,054.92	20,068 58	11,974 01	141 24	7,953 33	20,068 58	1,387 88	3,415 22
Cincinnati	17,617.64	22,022 05	17,804 96	4,117 09	100 00	22,022 05	2,244 46	24,920 75
Wooster	7,567.73	9,459 66	9,289 56	70 10	100 00	9,459 66	1,081 83	10,022 91
Wapaghkonetta	83,536.13	104,419 01	88,038 04	.....	15,092 28*	104,419 01	4,404 78*	85,596 43
Bucyrus	185,592.47	232,445 78	193,923 05	1,101 60	37,421 13	232,445 78	6,397 04	199,919 87
Total for the State.	347,804.30	$434,758 08	$353,288 05	$7,837 17	$73,632 86	$434,758 08	$19,068 08	$352,473 59
INDIANA.								
Jeffersonville	50,732.30	$63,415 58	$54,808 06	$1,281 32	$7,326 20	$63,415 58	$3,303 04	$52,847 21
Vincennes	40,482.09	50,602 89	49,985 87	592 02	25 00	50,602 89	2,835 24	61,283 14
Indianapolis	126,717.78	158,396 82	123,636 68	.....	34,760 14	158,396 82	4,847 66	127,364 85
Crawfordsville	91,744.92	114,681 06	114,481 06	.....	200 00	114,681 06	4,291 10	118,161 46
Fort Wayne	60,826.75	76,033 58	74,875 24	100 01	1,058 33	76,933 58	2,849 61	58,601 24
La Porte	57,231.90	71,539 88	71,356 55	.....	183 33	71,539 88	2,976,54	65,469 16
Total for the State.	427,735.74	$534,669 81	$489,143 46	$1,973 35	$43,553 00	$534,669 81	$21,103 19	$483,727 06
ILLINOIS.								
Shawneetown	6,019.32	$7,529 16	$6,513 19	$505 14	$510 83	$7,529 16	$965 45	$13,650 00
Kaskaskia	11,502.04	14,378 51	14,349 64	28 87	.....	14,378 51	1,070 12	10,717 76
Edwardsville	85,153.03	106,484 40	103,807 74	426 66	2,250 00	106,484 40	3,439 86	98,345 00
Vandalia	14,116.30	17,659 37	15,919 17	40 20	1,700 00	17,659 37	1,272 45	15,000 00
Palestine	13,950.95	17,438 69	17,138 69	.....	300 00	17,438 69	1,248 28	20,963 25
Springfield	46,848.36	58,569 75	50,912 36	160 00	7,497 39	58,569 75	2,200 28	55,992 00
Danville	22,790.22	28,487 77	28,187 77	.....	300 09	28,487 77	1,832 78	29,852 57
Quincy	22,077.97	27,597 45	27,397 45	.....	200 00	27,597 45	1,561 27	27,142 47
Total for the State.	222,458.19	$278,145 10	$264,226 01	$1,160 87	$12,758 22	$278,145 10	$13,590 49	$271,663 05

* Stock surrendered at, and incidental expenses of, this office are exhibited as a proximate estimate, as the returns were not received for the third quarter.

B.—*Statement of public lands sold*—Continued.

Land offices.	Lands sold, after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount of incidental expenses.	Am't paid into the Treasury from 1st January to 30th Sept., 1834.
	Acres.	Purchase money.		Forfeited land stock.	Military land scrip.			
MISSOURI.								
St. Louis	31,022.35	$38,778 12	$37,745 31	$1,032 81	.....	$38,778 12	$1,606 40	$43,859 69
Fayette	26,885.40	33,834 07	33,834 07	.....	.....	33,834 07	1,592 23	25,105 00
Palmyra	45,619.14	57,039 84	57,039 84	.....	.....	57,039 84	2,137 37	55,985 22
Jackson	8,916.52	11,145 47	11,145 47	.....	.....	11,145 47	1,049 87	9,500 00
Lexington	28,995.89	36,244 92	36,244 92	.....	.....	36,244 92	1,882 50	34,270 23
Total for the State.	141,439.30	$177,042 42	$176,009 61	$1,032 81	.....	$177,042 42	$8,268 39	$168,720 14
ALABAMA.								
St. Stephen's	7,935.98	$11,169 47	$9,585 68	$1,583 79	.....	$11,169 47	$1,143 94	$19,159 95
Cahaba	106,054.88	132,647 03	131,757 97	889 07	.....	132,647 04	3,848 35	125,398 71
Huntsville	19,457.23	24,321 35	23,073 31	1,148 04	$100 00	24,321 35	1,727 00	27,175 00
Tuscaloosa	57,580.62	71,976 32	71,524 33	451 99	.....	71,976 32	2,692 53	77,300 00
Sparta	6,446.93	8,175 82	8,175 82	.....	.....	8,175 82	856 93	11,883 49
Demopolis	123,175.17	153,969 00	152,432 50	1,536 50	.....	153,969 00	4,651 85	141,706 37
Montgomery	18,331.43	33,468 03	33,468 03	.....	.....	33,468 03	2,002 94	16,600 00
Mardisville	75,088.49	110,305 45	109,880 85	424 60	.....	110,305 45	4,043 65	87,922 00
Total for the State.	414,070.73	$546,032 48	$539,898 49	$6,033 99	$100 00	$546,032 48	$10,967 19	$507,145 52
MISSISSIPPI.								
Washington	18,262.18	$22,842 16	$22,197 17	$644 99	.....	$22,842 16	$1,359 60	$23,154 92
Augusta	22,630.95	28,288 26	28,288 26	.....	.....	28,288 26	1,698 62	33,940 00
Mount Salus	194,074.15	242,601 87	240,556 95	141 59	$1,903 33	242,601 87	9,834 61	411,753 12
Columbus	99,954.62	124,943 29	124,943 29	.....	.....	124,943 29	3,372 80	238,839 88
Chocchuma	26,104.95	32,666 76	32,666 76	.....	.....	32,666 76	1,964 97	42,603 75
Total for the State.	361,026.85	$451,342 34	$448,652 43	$786 58	$1,903 33	$451,342 34	$18,230 60	$750,291 67
LOUISIANA.								
New Orleans	2,349.69	$3,937 13	$2,937 13	.....	.....	$2,937 13	$1,157 01	
Opelousas	10,157.02	12,696 27	12,615 77	$80 50	.....	12,696 27	1,061 40	$12,621 07
Ouachita	39,534.97	51,018 46	51,018 46	.....	.....	51,018 46	2,405 75	48,606 51
St. Helena	1,066.63	1,333 28	1,333 28	.....	.....	1,333 28	804 90	800 00
Total for the State.	53,168.31	$67,985 14	$67,904 64	$80 50	.....	$67,985 14	$5,429 06	$62,027 58
MICHIGAN.								
Detroit	99,065.97	$123,843 30	$112,874 97	$160 00	$10,808 33	$123,843 30	$3,316 85	$109,558 12
Wh. Pig. Pr. & Bronson	81,910.07	102,387 54	102,387 54	.....	.....	102,387 54	3,390 46	103,419 43
Monroe	170,975.28	213,719 06	200,235 74	.....	13,483 32	213,719 06	5,474 35	196,000 00
Total for Territory.	351,951.52	$439,949 90	$415,498 25	$160 00	$24,291 65	$439,949 90	$12,181 66	$408,977 55
ARKANSAS.								
Batesville	7,632.23	$9,540 28	$9,540 28	.....	.....	$9,540 28	$1,360 08	$23,610 00
Little Rock	25,086.11	31,357 64	31,357 64	.....	.....	31,357 64	1,959 65	27,709 36
Washington	7,956.45	9,945 55	9,945 55	.....	.....	9,945 55	1,143 08	5,200 00
Fayetteville	6,552.78	8,190 97	8,190 97	.....	.....	8,190 97	1,386 31	6,825 00
Total for Territory.	47,257.27	$59,034 44	$59,034 44	.....	.....	$59,034 44	$5,849 12	$63,344 36
FLORIDA.								
Tallahassee	6,109.04	$7,636 30	$7,636 60	.....	.....	$7,636 30	$981 53	$8,104 98
St. Augustine	.....	.....	.....	.....	.....	.....	130 48	
Total for Territory.	6,109.04	$7,636 30	$7,636 60	.....	.....	$7,636 30	$1,112 01	$8,104 98
Grand total	2,372,931.35	$2,996,596 01	$2,821,291 78	$19,065 27	$156,238 95	$2,996,596 01	$115,799 79	$3,076,475 50

TREASURY DEPARTMENT, *General Land Office, November 29*, 1834.

ELIJAH HAYWARD, *Commissioner.*

C.

Statement showing the amount of forfeited land stock issued and surrendered at the United States land offices to the 30th of September, 1834; also the amount of military land scrip surrendered to the same period.

Land offices.	Forfeited land stock.		Military land scrip.
	Total amount issued at the land offices to the 30th September, 1834.	Total amount surrendered at the land offices to the 30th Sept., 1834.	Total amount surrendered at the land offices to the 30th Sept., 1834.
Marietta, Ohio	$5,370 93	$5,485 91	$624 25
Zanesville, Ohio	23,891 72	42,339 11	212,072 62
Steubenville, Ohio	48,103 74	29,837 57	1,599 93
Chillicothe, Ohio	51,007 77	27,048 41	75,836 61
Cincinnati, Ohio	132,418 71	123,093 71	10,204 93
Wooster, Ohio	11,978 39	15,170 72	1,700 00
Wapaghkonetta, Ohio	.....	9,905 32	50,175 55
Bucyrus, Ohio	.....	22,405 84	71,646 93
Total for the State	$272,771 26	$275,286 59	$423,860 82
Jeffersonville, Indiana	$28,261 03	$33,989 88	$49,810 93
Vincennes, Indiana	39,405 33	26,384 72	1,175 00
Indianapolis, Indiana	.....	3,122 06	291,661 11
Crawfordsville, Indiana	.....	4,588 38	72,978 93
Fort Wayne, Indiana	.....	148 01	8,556 88
La Porte, Indiana	.....	200 00	308 33
Total for the State	$67,666 36	$68,433 05	$424,491 18
Shawneetown, Illinois	$24,485 28	$17,151 87	$1,485 83
Kaskaskia, Illinois	10,002 21	4,198 75	625 00
Edwardsville, Illinois	10,114 64	11,303 15	35,970 69
Vandalia, Illinois	.....	2,285 10	13,001 99
Palestine, Illinois	.....	642 05	1,350 00
Springfield, Illinois	.....	3,109 01	51,362 03
Danville, Illinois	.....	.....	7,387 50
Quincy, Illinois	.....	.....	963 44
Total for the State	$44,602 13	$38,689 93	$112,146 48
St. Louis, Missouri	$6,297 41	$6,972 53	
Fayette, Missouri	12,297 16	11,267 14	
Palmyra, Missouri	.....	2,628 24	
Jackson, Missouri	.....	.....	
Lexington, Missouri	.....	147 27	
Total for the State	$18,594 57	$21,015 18	
St. Stephen's, Alabama	$51,318 75	$35,392 50	
Cahaba, Alabama	36,282 57	48,891 82	
Huntsville, Alabama	61,121 64	49,160 82	$100 00
Tuscaloosa, Alabama	.....	10,503 10	
Sparta, Alabama	.....	1,026 20	
Demopolis, Alabama	.....	2,239 76	
Montgomery, Alabama	.....	.....	
Mardisville, Alabama	.....	424 60	
Total for the State	$148,722 96	$147,638 80	$100 00
Washington, Mississippi	$59,621 76	$33,034 48	
Augusta, Mississippi	.....	.....	
Mount Salus, Mississippi	.....	24,050 64	$1,903 33
Columbus, Mississippi	.....	.....	
Chocchuma, Mississippi	.....	.....	
Total for the State	$59,621 76	$57,085 12	$1,903 33

C.—*Statement of forfeited land stock*—Continued.

Land offices.	Forfeited land stock.		Military land scrip.
	Total amount issued at the land offices to the 30th September, 1834.	Total amount surrendered at the land offices to the 30th Sept., 1834.	Total amount surrendered at the land offices to the 30th Sept., 1834.
New Orleans, Louisiana	.....	.....	
Opelousas, Louisiana	$3,291 28	$3,089 15	
Washita, Louisiana	.....	.....	
St. Helena, Louisiana	.....	.....	
Total for the State	$3,291 28	$3,089 15	
Detroit, Michigan	$1,101 59	$10,290 03	$25,374 99
White Pigeon Prairie and Bronson, Mich.	.....	16 00	6,600 00
Monroe, Michigan	.....	.....	13,883 32
Total for the Territory	$1,101 59	$10,306 03	$45,858 31
Batesville, Arkansas	.....	.....	
Little Rock, Arkansas	.....	.....	
Washington, Arkansas	.....	.....	
Fayetteville, Arkansas	.....	.....	
Total for the Territory	.....	.....	
Tallahassee, Florida	.....	$11,200 00	
St. Augustine, Florida	.....	.....	
Total for the Territory	.....	$11,200 00	
Grand total of stock issued at the land offices	$616,371 91	.....	
Add amount of stock issued at the Treasury, under the fourth section of the act of the 23d of May, 1828, for moneys forfeited (on lands sold at New York in 1787) by Edgar and Macomb	29,782 75	.....	
Aggregate	$646,154 66	$632,743 85	$1,008,360 12

ELIJAH HAYWARD, *Commissioner of the General Land Office.*

TREASURY DEPARTMENT, *General Land Office, November* 29, 1834.

D.

Statement exhibiting the number of each description of warrants which has been satisfied with scrip; the quantity of land for which scrip has been issued; the amount thereof in money at one dollar twenty-five cents per acre, with their several totals, together with the whole number of certificates of scrip issued under the provisions of the acts of the 30th May, 1830, 13th of July, 1832, and 2d of March, 1833, up to the 15th of November, 1834.

Description of warrants.	Number of warrants.	Quantity of land in warrants.	Amount in money.	Total number of certificates issued.
Virginia State line and navy	564	525,502	$656,877 50	6,850
Virginia continental line	332	271,318	339,147 50	3,558
United States	648	97,750	122,187 50	1,641
Total	1,544	894,570	$1,118,212 50	12,049

ELIJAH HAYWARD, *Commissioner.*

GENERAL LAND OFFICE, *November* 29, 1834.

GENERAL LAND OFFICE, *November* 29, 1834.

SIR: I have the honor to transmit, herewith, in duplicate, the usual statements of the operations of the land districts, annually rendered to Congress, viz: That marked A, is a statement of public land sold; of cash and scrip received in payment therefor; of incidental expenses and payments into the treasury on account of public lands, during the year ending 31st December, 1833.

That marked B, is a statement containing similar information for the first, second, and third quarters of the year 1834.

With great respect, your obedient servant,

ELIJAH HAYWARD.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

A.

Statement of public lands sold, of cash and scrip received in payment therefor, of incidental expenses, and payments into the Treasury on account of public lands, during the year ending 31*st December*, 1833.

Land offices.	Lands sold after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount of incidental expenses.	Am't paid into the Treasury from 1st January to Dec. 31, 1833.
	Acres.	Purchase money.		Forfeited land stock.	Military land scrip.			
Marietta, Ohio	27,285.69	$34,107 10	$33,810 97	$196 13	$100 00	$34,107 10	$1,912 58	$37,530 16
Zanesville, Ohio	76,969.83	95,460 10	26,433 47	3,397 59	65,629 04	95,460 10	3,158 07	15,938 70
Steubenville, Ohio	7,934.54	9,918 16	8,164 97	453 19	1,300 00	9,918 16	1,498 04	9,823 62
Chillicothe, Ohio	46,607.29	58,433 94	23,476 97	570 55	34,386 42	58,433 94	2,342 39	19,400 00
Cincinnati, Ohio	25,708.63	31,976 73	26,211 73	4,478 00	1,287 00	31,976 73	3,065 69	23,245 03
Wooster, Ohio	27,886.78	34,872 39	33,339 29	983 10	550 00	34,872 39	1,900 88	29,271 58
Piqua and Wapaghkonetta, Ohio	99,753.68	128,481 35	89,622 26	1,346 04	37,513 05	128,481 35	3,985 95	91,050 00
Bucyrus, Ohio	240,007.15	299,176 32	270,423 28	499 71	28,253 33	299,176 32	7,224 99	249,553 79
Total for the State	551,153.59	$692,426 00	$511,482 94	$11,924 31	169,018 84	$692,426 09	$25,088 59	$475,812 82
Jeffersonville, Indiana	63,987.06	$79,984 21	$60,087 37	$3,609 51	$16,287 33	$79,984 21	$2,751 51	$57,390 12
Vincennes, Indiana	66,832.94	83,545 43	79,495 17	3,450 26	600 00	83,545 43	3,289 27	74,529 39
Indianapolis, Indiana	185,965.06	232,581 07	129,653 55	160 00	102,767 52	232,581 07	5,154 02	103,159 04
Crawfordsville, Indiana	150,912.32	188,640 39	170,032 38	79 07	18,528 94	188,640 39	6,843 53	147,837 53
Fort Wayne, Indiana	62,612.74	78,270 72	73,404 72	16 00	4,850 00	78,270 72	2,840 96	58,847 74
La Porte, Indiana	24,371.66	30,500 58	30,375 58	.....	125 00	30,500 58	1,404 84	18,076 00
Total for the State	554,681.78	$693,522 40	$543,048 77	$7,314 84	143,158 79	$693,522 40	$22,284 16	$459,839 82
Shawneetown, Illinois	28,936.30	$36,170 39	$34,047 11	$2,073 28	$50 00	$36,170 39	$1,823 58	$26,613 00
Kaskaskia, Illinois	29,235.00	36,544 40	36,290 40	254 00	.....	36,544 40	1,803 53	36,231 89
Edwardsville, Illinois	92,261.07	115,327 18	106,755 79	671 39	7,900 00	115,327 18	3,097 26	106,725 94
Vandalia, Illinois	21,615.84	27,119 79	26,219 79	.....	900 00	27,119 79	1,563 88	15,208 91
Palestine, Illinois	22,043.90	27,554 87	27,529 87	.....	25 00	27,554 87	1,687 50	25,202 92
Springfield, Illinois	109,642.25	136,893 40	119,581 33	.....	17,312 07	136,893 40	4,478 17	114,521 80
Danville, Illinois	26,901.38	33,626 72	28,489 22	.....	5,137 50	33,626 72	1,730 12	16,605 60
Quincy, Illinois	29,604.77	37,005 95	36,242 51	.....	763 44	37,005 95	1,850 10	33,028 45
Total for the State	360,240.51	$450,242 70	$415,156 02	$2,998 67	$32,088 01	$450,242 70	$18,034 14	$374,138 51
St. Louis, Missouri	43,026.22	$53,783 17	$53,783 17	.....	.....	$53,783 17	$2,060 48	$57,367 00
Fayette, Missouri	54,843.10	68,555 85	68,454 65	$99 20	.....	68,553 85	3,217 26	91,332 82
Palmyra, Missouri.	61,685.04	90,727 16	90,727 16	.....	.....	90,727 16	3,007 71	84,392 20
Jackson, Missouri	19,448.53	24,310 49	24,310 49	.....	.....	24,310 49	1,766 16	25,000 00
Lexington, Missouri	47,282.79	59,147 91	59,147 91	.....	.....	59,147 91	3,236 04	76,768 00
Total for the State	226,285.68	$296,522 58	$296,423 38	$99 20	.....	$296,522 58	$13,287 65	$334,860 02
St. Stephen's, Alabama	36,958.43	$46,210 19	$43,924 21	$2,285 98	.....	$46,210 19	$2,250 11	$54,113 63
Cahaba, Alabama	204,169.82	256,900 73	252,659 60	4,241 13	.....	256,900 73	7,161 98	260,562 27
Huntsville, Alabama	51,479.19	64,302 30	50,228 26	14,074 04	.....	64,302 30	3,170 53	49,483 40
Tuscaloosa, Alabama	77,260.53	96,591 01	96,510 94	80 07	.....	96,591 01	3,213 73	83,500 00
Sparta, Alabama	6,626.60	8,283 23	8,283 23	.....	.....	8,283 23	1,168 00	4,182 13
Demopolis, Alabama	74,825.16	93,531 44	92,828 18	703 26	.....	93,531 44	2,937 74	79,881 11
Total for the State	451,319.73	$565,818 90	$544,434 42	$21,384 48	.....	$565,818 90	$19,902 09	$531,722 54

A.—*Statement of public lands sold*—Continued.

Land offices.	Lands sold after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount of incidental expenses.	Am't paid into the Treasury from 1st January to Dec. 31, 1833.
	Acres.	Purchase money.		Forfeited land stock.	Military land scrip.			
Washington, Mississippi	56,671.30	$70,845 84	$68,478 61	$2,367 23	.....	$70,845 84	$2,434 27	$61,200 00
Augusta, Mississippi	34,145.40	43,216 11	43,216 11	.....	.....	43,216 11	2,308 00	25,800 00
Mount Salus, Mississippi	582,552.70	730,683 18	730,205 68	477 50	.....	730,683 18	6,652 20	517,012 66
Columbus, Mississippi	208,642.60	330,149 76	330,149 76	.....	.....	330,149 76	7,486 58	219,840 40
Chocchuma, Mississippi	239,482.97	356,495 42	356,495 42	.....	.....	356,495 42	7,072 88	329,201 77
Total for the State	1,121,494.97	$1,531,390 31	$1,528,545 58	$2,844 73	.....	$1,531,390 31	$25,953 93	1,153,054 83
New Orleans, Louisiana	.....	.....	.....	.....	.....	.....	$417 12	$1,042 50
Opelousas, Louisiana	22,000.32	$27,500 38	$27,111 76	$388 62	.....	$27,500 38	1,831 92	19,250 00
Ouachita, Louisiana	63,717.33	79,654 55	79,654 55	.....	.....	79,654 55	3,223 95	82,754 90
St. Helena, Louisiana	3,723.53	4,654 41	4,654 41	.....	.....	4,654 41	1,034 87	4,970 69
Total for the State	89,441.18	$111,809 34	$111,420 72	$388 62	.....	$111,809 34	$6,507 86	$108,018 09
Detroit, Michigan	170,743.76	$213,439 77	$198,597 41	$275 70	$14,566 66	$213,439 77	$5,501 76	$192,910 34
White Pigeon Prairie, Mich.	95,980.25	123,465 25	116,865 25	.....	6,600 00	123,465 25	4,486 24	103,062 45
Monroe, Michigan	181,056.16	226,359 90	225,959 90	.....	400 00	226,359 90	5,776 77	205,300 00
Total for the Territory	447,780.17	$563,264 92	$541,422 56	$275 70	$21,566 66	$563,264 92	$15,764 77	$501,272 79
Batesville, Arkansas	22,895.19	$28,618 98	$28,618 68	.....	.....	$28,618 98	$1,717 83	$10,284 27
Little Rock, Arkansas	8,513.11	10,641 54	10,641 54	.....	.....	10,641 54	1,328 78	2,460 00
Washington, Arkansas	7,144.10	8,930 12	8,930 12	.....	.....	8,930 12	1,132 24	5,370 00
Fayetteville, Arkansas	3,307.03	4,133 78	4,133 78	.....	.....	4,133 78	434 27	....
Total for the Territory	41,859.43	$52,324 42	$52,324 42	.....	.....	$52,324 42	$4,613 12	$18,114 27
Tallahassee, Florida	11,810.27	$14,762 87	$14,762 87	.....	.....	$14,762 87	$1,276 54	$10,760 27
St. Augustine	160.25	200 31	200 31	.....	.....	200 31	555 48	87 59
Total for the Territory	11,970.52	$14,963 18	$14,963 18	.....	.....	$14,963 18	$1,832 02	$10,847 86
Grand total	3,856,227.56	$4,972,284 84	$4,559,221 99	$47,230 55	$365,832 30	$4,972,284 84	$153,268 33	3,967,681 55

TREASURY DEPARTMENT, *General Land Office, November* 29, 1834.

ELIJAH HAYWARD, *Commissioner.*

B.

Exhibit of the operations of the land offices of the United States in the several States and Territories, during the year ending December 31, 1833; *the first, second, and third quarters of* 1834; *and of payments made into the Treasury on account of public lands during those periods.*

States and Territories.	Lands sold after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount paid into the Treasury.
	Acres.	Purchase money		Forfeited land stock.	Military land scrip.		
State of Ohio, for 1833	511,153.59	$692,426 09	$511,482 94	$11,924 31	$169,018 84	$692,426 09	$475,812 82
State of Indiana, for 1833	554,681.78	693,522 40	543,048 77	7,314 84	143,158 79	693,522 40	459,839 82
State of Illinois, for 1833	360,240.51	450,242 70	415,156 02	2,998 67	32,088 01	450,242 70	374,138 51
State of Missouri, for 1833	226,285.68	296,522 58	296,423 38	99 20	.....	296,522 58	334,860 02
State of Alabama, for 1833	451,319.73	565,818 90	544,434 42	21,384 48	.....	565,818 90	531,722 54
State of Mississippi, for 1833	1,121,494.97	1,531,390 31	1,528,545 58	2,844 73	.....	1,531,390 31	1,153,054 83
State of Louisiana, for 1833	89,441.18	111,809 34	111,420 72	388 62	.....	111,809 34	108,018 09
Territory of Michigan, for 1833	447,780.17	563,264 92	541,422 56	275 70	21,566 66	563,264 92	501,272 79
Territory of Arkansas, for 1833	41,859.43	52,324 42	52,324 42	.....	.....	52,324 42	18,114 27
Territory of Florida, for 1833	11,970.52	14,963 18	14,963 18	.....	.....	14,963 18	10,847 86
Total for 1833	3,856,227.56	$4,972,284 84	$4,559,221 99	$47,230 55	$365,832 30	$4,972,284 84	$3,967,681 55

B.—*Exhibit of the operations of the land offices*—Continued.

States and Territories.	Lands sold after deducting erroneous entries.		Amount received in cash.	Amount received in scrip.		Aggregate receipts.	Amount paid into the treasury.
	Acres.	Purchase money.		Forfeited land stock.	Military land scrip.		
State of Ohio, for the 1st, 2d, and 3d quarters of 1834	347,804.30	$434,758 08	$353,288 15	$7,837 17	$73,632 76	$434,758 08	$352,473 59
State of Indiana, for the 1st, 2d, and 3d quarters of 1834	427,735.74	534,669 81	489,143 46	1,973 35	43,553 00	534,669 81	483,727 06
State of Illinois, for the 1st, 2d, and 3d quarters of 1834	222,458.19	278,145 10	264,226 01	1,160 87	12,758 22	278,145 10	271,663 05
State of Missouri, for the 1st, 2d, and 3d quarters of 1834	141,439.30	177,042 42	176,009 61	1,032 81	.....	177,042 42	168,720 14
State of Alabama, for the 1st, 2d, and 3d quarters of 1834	414,070.73	546,032 48	539,898 49	6,033 99	100 00	546,032 48	507,145 52
State of Mississippi, for the 1st, 2d, and 3d quarters of 1834	361,026.85	451,342 34	448,652 43	786 58	1,903 33	451,342 34	750,291 67
State of Louisiana, for the 1st, 2d, and 3d quarters of 1834	53,108.31	67,985 14	67,904 64	80 50	.....	67,985 14	62,027 58
Territory of Michigan, for the 1st, 2d, and 3d quarters of 1834	351,951.32	439,949 90	415,498 25	160 00	24,291 65	439,949 90	408,977 55
Territory of Arkansas, for the 1st, 2d, and 3d quarters of 1834	47,227.57	50,034 44	59,034 44	.....	.....	59,034 44	63,344 36
Territory of Florida, for the 1st, 2d, and 3d quarters of 1834	6,109.04	7,636 30	7,636 30	.....	.....	7,636 30	8,104 98
Total for 1st, 2d and 3d qrs. of 1834	2,372,931.35	$2,996,596 01	$2,821,291 78	$19,065 27	$156,238 96	$2,996,596 01	$3,076,475 50

ELIJAH HAYWARD, *Commissioner.*

TREASURY DEPARTMENT, *General Land Office, November* 29, 1834.

23D CONGRESS.] **No. 1261.** [2D SESSION.

CLAIMS TO LAND IN ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 4, 1834.

TREASURY DEPARTMENT, *December* 2, 1834.

SIR: I have the honor to transmit copies of two reports by the register and receiver of the land office for the district of St. Stephen's, Alabama, prepared in obedience to the third section of the act of Congress, approved 2d, March, 1829.

I have the honor to be, respectfully, sir, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. the SPEAKER *of the House of Representatives.*

LAND OFFICE, *St. Stephen's, Ala., July* 7, 1834.

SIR: We have forwarded with this a special report upon the claim of the heirs of Miguel Eslava to a tract of land in the city of Mobile.

Very respectfully, your obedient servants,

JOHN B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office.*

LAND OFFICE, *St. Stephen's, Ala., July* 3, 1834.

The heirs of Miguel Eslava have presented a claim to a tract of land in the city of Mobile, containing two arpens and four toises front, by twenty-five arpens deep, founded on a French grant from Dabbadie, director general of Louisiana, bearing date the 27th of December, 1763, to Madam De Lusser, and conveyed by the attorney of the heirs of De Lusser to Miguel Eslava, on the 21st of June, 1809, which conveyance passed through the office of the commandant at Mobile, as appears from his certificate. This claim was presented to the commissioner of private land claims in 1814, the claimant stating in his application that the claim was founded upon a "grant lost by time or accident;" but at the same time filing the original French grant to Madam De Lusser, with the conveyance to him; which appears of record.

In the report of the commissioner, this claim is classed as a "grant lost by time or accident," and there being no evidence adduced that the tract was inhabited and cultivated under the Spanish government, it was not confirmed to the claimant.

The heirs of Miguel Eslava now present their claim, and desire it to be confirmed under the third section of the act of the 2d March, 1829, entitled, "An act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, and for other purposes;" having produced evidence of the land having been in possession of the original grantee and the present claimants from the year 1796 to the present time; and, also, that Miguel Eslava was a resident of that part of Louisiana situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, on the 15th of April, 1813, and on that day to have been in possession of the tract claimed; and that the said tract was in possession of Miguel Eslava and the original grantee for ten consecutive years previous to that day, and that it is not claimed by any other person.

It is therefore recommended for confirmation.

JOHN B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

LAND OFFICE, *St. Stephen's, September* 16, 1834.

SIR: We have forwarded with this our report No. 7, under the third section of the act of Congress of the 2d March, 1829.

Very respectfully, your obedient servants,

JOHN B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington.*

No. 7.

Abstract of claims to land situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, presented to the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, acting as commissioners under the authority of the third section of the act of Congress of the 2d March, 1829, entitled "An act confirming the reports of the register and receiver of the land office for the district of St. Stephen's, in the State of Alabama, and for other purposes."

No.	By whom claimed.	Original claimant.	Nature of claim.	Tract claimed.	Quantity claimed.	Possession.	
						From—	To—
1	William Fisher, Marselit Krebs, Herpolit Drems and Josephine Carlot, children and heirs of W. Fisher, deceased.	Wm. Fisher.	Possession for ten consecutive years previous to April 15, 1813.	Fractional sec's 3, 10, 15, and subdivision C of fractional section 11, T. 4 S., R. 1 W.	Containing in all, 602 80-100ths acres.	April 15, 1803.	April 15, 1813.

LAND OFFICE, *St. Stephen's, Alabama, September* 16, 1834.

William Fisher, the original claimant, appears to have been resident of that part of Louisiana situated east of Pearl river, west of the Perdido, and below the thirty-first degree of latitude, on the 15th of April, 1813, and on that day, and for ten consecutive years previous thereto, to have been in possession of the tracts claimed; and that the said tracts are not claimed by any other person, except Michael O'Connor, who claims the right of pre-emption to a part thereof, under the act of Congress of the 5th of April, 1832, and William D. Gager and John Street having located two floating pre-emption claims on other parts thereof, under the act of Congress of the 19th June, 1834. The foregoing claim is recommended for confirmation, subject to the lawful claims of the foregoing persons.

All of which is respectfully submitted.

JOHN B. HAZARD, *Register.*
JOHN H. OWEN, *Receiver.*

23d Congress.] No. 1262. [2d Session.

STATEMENT OF THE AMOUNT OF LAND SCRIP ISSUED TO THE OFFICERS AND SOLDIERS OF THE VIRGINIA LINE, AND NAVY, AND OF THE CONTINENTAL ARMY, DURING THE REVOLUTIONARY WAR.

COMMUNICATED TO THE SENATE DECEMBER 8, 1834.

General Land Office, *November* 15, 1834.

Sir: In obedience to the resolution of the Senate, bearing date the 16th of June last, and which is in the following words, viz:

"*Resolved*, That the Secretary of the Treasury be directed to report to the Senate, at its next session, the total quantity of certificates or scrip issued under the act entited 'An act for the relief of certain officers and soldiers of the Virginia line and navy, and of the continental army, during the revolutionary war,' and under the subsequent acts containing appropriations of land to the same object; also the number of certificates, the quantity in each, and to whom granted, distinguishing the line or service to which the officer or soldier belonged, to whom or to whose representatives the same was granted; and likewise the names of the several agents who presented the warrants and obtained the certificates of scrip, and stating the respective amounts of certificates of scrip granted on duplicate and original warrants. And the said Secretary is further directed to report a similar statement in respect to all warrants which have been filed or officially presented, but upon which certificates of scrip have not yet been issued,"—

I have the honor to submit herewith, three statements, marked A, B, and C, which contain the information required.

The statement A contains all the information in relation to warrants granted by the State of Virginia, for military services rendered in her State line and navy.

The statement B contains all the information in relation to warrants granted by the same State, for military services rendered in her continental line; and

The statement C contains all the information in relation to warrants filed or officially presented, upon which certificates of scrip have not yet been issued, there being no appropriation.

No statement has been prepared as respects the warrants issued by the United States, they not being considered as embraced in the resolution, because the 6th section of the act of 30th May, 1830, provides for the satisfaction of warrants issued by the United States, without any limitation as to the quantity of land; and further, because the act entitled "An act for the sale of the unlocated lots in the fifty quarter townships in the United States military district in the State of Ohio, reserved to satisfy warrants granted to individuals for their military services," approved 3d July, 1832, disposed of the land heretofore specially set apart for satisfying them. The number of warrants of this description, which have been satisfied by scrip since the 30th May, 1830, up to this day, amount to 648, embracing a quantity of land of 97,750 acres, which, at the rate of one dollar and twenty-five cents per acre, amount to $122,187.50.

The number of certificates issued on these warrants amount to 1,641.

All which is respectfully submitted.

ELIJAH HAYWARD.

Treasury Department, *December* 6, 1834.

Sir: In obedience to a resolution of the Senate, of the 16th of June last, directing a report from this department, of "the total quantity of certificates of scrip issued under the act entitled 'An act for the relief of certain officers and soldiers of the Virginia line and navy, and of the continental army, during the revolutionary war,' and under subsequent acts, containing appropriations of land to the same object; also the number of certificates, the quantity in each, and to whom granted, distinguishing the line or service to which the officer or soldier belonged, to whom or to whose representatives the same was granted; and likewise the names of the several agents who presented the warrants, and obtained the certificates of scrip granted on duplicate and original warrants," and directing "a similar report in respect to all warrants which have been filed or officially presented, but upon which certificates of scrip have not yet been issued,"—I have the honor to transmit herewith, a report from the Commissioner of the General Land Office, to whom the resolution was referred. It appears, that under the different acts on the subject, scrip has issued on warrants, for services in the Virginia State line, to the amount of $525{,}502\frac{61}{100}$ acres, and there are filed in the office of the Commissioner of the General Land Office, warrants for 483,722 acres, issued for services in the revolutionary war, by the State of Virginia, and for satisfying which no provision has been made.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. Martin Van Buren, *Vice-President of the United States and President of the Senate.*

A.

Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia State line and navy, (under the "Act for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army, during the revolutionary war," and under the subsequent acts containing appropriations of land to the same object,) showing the name of the person who performed the service; rank; number of warrant; amount of acres; acres due on the warrant; number of certificates or scrip of eighty acres each; together with the amount of acres embraced in the fractional certificate issued on each warrant; acres for which scrip has been issued; name of the person or persons to whom it was issued; and the name of the agent to whom the same was delivered.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
William Green	Captain		6,736	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	John W. Green	Thomas Green.
Benjamin Roberts	do		6,745	4,000	4,000	50		4,000	Benjamin Roberts	Col. James Watson.
Thomas Bressie	do		6,742	4,666 2-3	4,666 2-3	58	26 2-3	4,666 2-3	Elizabeth Bressie	J. W. Murdaugh.
Joseph Saunders	Lieutenant.		6,744	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Joseph Saunders	Thomas Green.
David Ross	Private		4,750	100	100	1	20	100	Joseph Duncan, assignee	Joseph Duncan.
William Mutlow	do		4,759	100	100	1	20	100	do do	do
Emanuel Olivis	do		4,749	100	100	1	20	100	do do	do
James Hughes	do		4,758	100	100	1	20	100	do do	do
Henry Brian		Private	4,766	100	100	1	20	100	do do	do
Anthony Peters	Private		4,760	200	200	2	40	200	do do	do
David Kinnaird	do		4,683	100	100	1	20	100	David Kinnaird	Hon. John S. Barbour.
Humphrey Marshall.	Captain		62	4,000	65		65	65	Humphrey Marshall	Hon. R. P. Letcher.
Benjamin Chapin		Surgeon	4,565	6,000	6,000	75		6,000	Charles Chapin, assignee of	Charles Chapin.
Dawson Cook*		Midshipman	4,636	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Dawson, Henry and Silas Cook, devisees of	William Lambert.
Gideon Underwood	Sergeant		590	200	200	2	40	200	Nathaniel Sawyer, assignee	Suspended.
Warren Ashby*		Midshipman	C 4,637	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	David Campbell, assignee	John Campbell.
William Holloway	Soldier		4,910	100	100	1	20	100	James Taylor, assignee	James Taylor.
James Thorp		Boatswain's mate.	4,941	200	200	2	40	200	Cadwallader Wallace, assignee	Cadwallader Wallace.
Thomas Sundy	Private		4,707	100	100	1	20	100	Thomas P. Massie	James Taylor.
Henry Vowles	Captain		4,864	666 2-3	666 2-3	8	26 2-3	666 2-3	Maria, Daniel, Mary Briggs and others, heirs of	do
Thomas Marshall	Colonel		1,349	6,666 2-3	670	8	30	670	John J. Marshall and T. Alex. Marshall	H. Marshall.
Josiah Valentine	Lieutenant.		6,740	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Mary Eliza Calvert	J. W. Murdaugh.
do	do		6,741	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	do	do
Silas Tucker		Prize master	4,689	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Thomas Green, assignee	William Lambert.
William Musgrove	Corporal		988	200	200	2	40	200	William Musgrove	James Taylor.
Thomas Pritchett	Private		4,708	100	100	1	20	100	Thomas Pritchett	do
William Humplett		Seaman	1,959	100	100	1	20	100	Robert Alexander, heir to the assignee	Matthew St. C. Clarke.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
William Butler.....	Soldier	.....	3,458	100	100	1	20	100	Jonas Stanberry, assignee.....	Jonas Stanberry.
James Gloucester....	do	.....	1,175	200	200	2	40	200	Henry Asbury, assignee	Henry Asbury.
John Crump.....	Sergeant ..	.....	516	400	400	5	.....	400	do do	do
John Wheat.....	Soldier	.....	441	200	200	2	20	200	do do	do
George Gibson.....	Colonel	.....	6,747	2,222	2,222	27	62	2,222	Francis, George and John Bannister Gibson.	George Gibson.
Edward Johnson.....	Soldier	.....	4,290	100	100	1	20	100	Cadwallader Wallace, assignee	Cadwallader Wallace.
John Hutchinson	do	.....	4,281	100	100	1	20	100	do do	do
William Miller.....	do	.....	4,277	100	100	1	20	100	do do	do
Benjamin Garton....	do	.....	4,233	100	100	1	20	100	do do	do
Samuel Boulware....	do	.....	4,280	100	100	1	20	100	do do	do
William Strong.....	Corporal ...	.....	3,935	200	200	2	40	200	do do	do
James Cason*.....	Soldier	.....	C 1,807	100	100	1	20	100	James Cason.....	James Cason.
William Cason*	do	.....	C 1,806	100	100	1	20	100	William Cason.....	William Cason.
John Penny.....	do	.....	479	100	100	1	20	100	Henry Asbury, assignee	Henry Asbury.
William Munroe.....	do	.....	3,148	100	100	1	20	100	do do	do
George Reardon	Sergeant...	.....	489	400	400	5	.....	400	Samuel Brents, assignee	Samuel Brents.
Robert Clod.....	Corporal ...	.....	663	200	200	2	40	200	do do	do
Thomas Gaines.....	Private....	.....	6,424	100	100	1	20	100	do do	do
Wharton Quarles	Lieutenant.	.....	6,766	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Jane Clements, alias Sarah Jane Clements..	Y. J. Clements.
James Marshall	Captain....	.....	6,767	1,000	1,000	12	40	1,000	Thos. S. Young and Frances, his wife.....	Gustavus A. Myers.
do	do	.....	6,767	2,000	2,000	25	.....	2,000	Ann Armstead Collier	do
do	do	.....	6,768	333 1-3	333 1-3	4	33 1-3	333 1-3	do	do
do	do	.....	6,771	1,000	1,000	12	40	1,000	Thomas Haughton.....	do
do	do	.....	6,772	166 2-3	166 2-3	2	6 2-3	166 2-3	do	do
do	do	.....	6,770	166 2-3	166 2-3	2	6 2-3	166 2-3	Thomas S. Young and Frances, his wife	do
Ephraim Beasley....	Private ...	.....	6,328	200	200	2	40	200	Robert S. Noel, assignee.....	Robert S. Noel.
Bascow Herbert	.....	Lieutenant.....	4,638	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Henry Wilkins, John Ridout, John G. Rogers and Samuel B. Owings	Samuel Ridout.
James Biscoe*.....	.....	Boatswain.....	C 1,953	200	200	2	40	200	Henry Wingate	Henry Wingate.
Charles Owen	Soldier	.....	566	200	200	2	40	200	Matthew Rhea.....	Matthew Rhea.
James Russell.....	Sergeant ..	.....	1,009	200	200	2	40	200	Robert Craddock	Robert Craddock.
Obadiah Boulware....	Soldier	.....	457	100	100	1	20	100	do	do
Drury Petteford.....	do	.....	3,537	100	100	1	20	100	do	do
Edward Lindsey.....	do	.....	3,466	100	100	1	20	100	do	do
William Vickers.....	do	.....	3,361	100	100	1	20	100	Edmond Rogers and Thomas Rogers.....	Edmond Rogers.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
John Monroe	Soldier		4,400	100	100	1	20	100	Edmond Rogers and Thomas Rogers	Edmond Rogers.
William Smith		Boatswain	3,507	100	100	1	20	100	do do	do
Michael Jourdon	Soldier		525	200	200	2	40	200	do do	do
William Deshazo	do		4,597	100	100	1	20	100	William Deshazo	Nath'l H. Claiborne.
William Underhill		Captain	6,773	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Thomas Underhill, co-heir with Elizabeth Trader	Thomas R. Joynes.
do		do	6,774	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Thomas Underhill, co-heir with Elizabeth Trader	do
William Lumber	Gunner		6,775	444 1-3	444 1-3	5	44 1-3	444 1-3	Martha Melson	P. P. Mayo.
do	do		6,776	444 1-3	444 1-3	5	44 1-3	444 1-3	Andrew Lee and Nancy, his wife	do
David Murry		Sailing master	6,786	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John Murry	do
James Wallace	Soldier		1,531	100	100	1	20	100	James Richey	J. Richey.
Johannis Watson		Captain	6,930	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	Rosey Bloxom, Asbury Bloxom, Peggy Bloxom, and Sally Dix	P. M. Tabb.
William Christain		Lieutenant	6,787	2,000	2,000	25	.....	2,000	William Christian	Thomas R. Joynes.
do		do	6,788	2,000	2,000	25	.....	2,000	Richard and Margaret Ames	do
Levin Melson		Carpenter's mate	6,923	166 1-3	166 1-3	2	6 1-3	166 1-3	Henry, Casey, Samuel and Thomas Melson.	do
do		do	6,922	166 1-3	166 1-3	2	6 1-3	166 1-3	Nancy White	do
do		do	6,921	166 1-3	166 1-3	2	6 1-3	166 1-3	Levin Lewis	do
do		do	6,920	166 1-3	166 1-3	2	6 1-3	166 1-3	James Melson	do
do		do	6,919	666 2-3	666 1-3	8	26 2-3	666 2-3	Henry, Samuel, Thomas and Casey Melson	do
do		do	6,918	666 2-3	666 2-3	8	26 2-3	666 2-3	Nancy White	do
do		do	6,917	666 2-3	666 2-3	8	26 2-3	666 2-3	Levin Lewis	do
Richard Servant		Lieutenant	6,799	800	800	10	.....	800	Ann W. Servant	Thomas Creen.
do		do	6,798	800	800	10	.....	800	Eliza Servant	do
do		do	6,797	800	800	10	.....	800	Robert Servant	do
do		do	6,796	800	800	10	.....	800	Samuel B. Servant	do
do		do	6,795	800	800	10	.....	800	Richard B. Servant	do
Scarborough Bloxam		Midshipman	6,800	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Scarborough Bloxom	Matthew St. C. Clarke.
Charles Magill	Major		6,793	888 8-9	888 8-9	11	8 8-9	888 8-9	Archibald and John S. Magill	Wm. A. Bradley.
Bichard Loving	Private		6,802	200	200	2	40	200	Richard Loving	R. Loving.
Jacob Bowman	Major		6,803	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	Jacob Bowman	Charles A. Wickliffe.
James Pettit	Private		6,619	100	100	1	20	100	James Pettit	William F. Gordon.
John Hinds	do		6,536	100	100	1	20	100	Robert Allen, assignee	Hon. R. Desha.
Joseph Woodbridge	do		4,552	100	100	1	20	100	Allen Latham, assignee	Allen Latham.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Maxy Stewart.....	Private ...	.....	6,671	100	100	1	20	100	Allen Latham, assignee.....	Allen Latham.
Thomas Mitchell.....	.....	Sailor.....	4,382	100	100	1	20	100	Edmund H. Taylor.....	Edmund H. Taylor.
Isaac Rice	Soldier	.....	4,380	100	100	1	20	100	do	do
Matthew Block.....	do	.....	4,381	100	100	1	20	100	do	do
Florence Mahoney...	do	.....	4,220	200	200	2	40	200	do	do
Robert Tate.....	.....	Sailor.....	4,383	100	100	1	20	100	do	do
William Thomas.....	Soldier	.....	541	200	200	2	40	200	Robert Campbell, assignee	Robert Campbell.
George Mechea.....	Sergeant...	.....	3,199	200	200	2	40	200	do do	do
Jedethan Elliot	.....	Carpenter.....	2,924	100	100	1	20	100	do do	do
William Slaughter...	Lieutenant.	.....	3,075	666 2-3	666 2-3	8	26 2-3	666 2-3	Edmund H. Taylor and Austin P. Cox	E. H. Taylor and A. P. Cox.
do ...	do	.....	212	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	do do	do
Frederick Warnick...	Lt. colonel.	.....	829	5,000	2,000	25	.....	2,000	do do	do
John Thruston	Cornet.....	.....	6,936	296 1-3	296 1-3	3	56 1-3	296 1-3	Charles M. Thruston	Thomas Green.
do	do	.....	6,937	296 1-3	296 1-3	3	56 1-3	296 1-3	Alfred Thruston.....	do
do	do	.....	6,938	296 1-3	296 1-3	3	56 1-3	296 1-3	Lucius Faulkland Thruston	do
do	do	.....	6,939	296 1-3	296 1-3	3	56 1-3	296 1-3	Algernon Sydney Thruston.....	do
do	do	.....	6,940	296 1-3	296 1-3	3	56 1-3	296 1-3	Mary B. January	do
do	do	.....	6,941	296 1-3	296 1-3	3	56 1-3	296 1-3	Elizabeth T. Pope	do
do	do	.....	6,942	296 1-3	296 1-3	3	56 1-3	296 1-3	Catharine Lucket	do
do	do	.....	6,943	296 1-3	296 1-3	3	56 1-3	296 1-3	Francis B. Twigg	Henry Northup.
do	do	.....	6,944	98 1-2	98 1-2	1	18 1-2	98 1-2	Eliza Conway.....	Thomas Green.
do	do	.....	6,945	98 3-4	98 3-4	1	18 3-4	98 3-4	Mountjoy Thruston.....	do
do	do	.....	6,946	98 3-4	98 3-4	1	18 3-4	98 3-4	Sally Thruston.....	do
Bernard Glenn	Lieutenant.	.....	4,462	2,666 2-3	2,666	33	26 2-3	2,666 2-3	Bernard Glenn.....	Hon. W. S. Nuckolls.
Thomas Inloe.....	Soldier	.....	4,571	100	100	1	20	100	Bernard Glenn, assignee	do
Jenifer Marshall.....	.....	Sailing master....	6,784	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Samuel Watson and Euphamia Watson.....	Thomas R. Joynes.
Hancock Simpson....	.....	Coxswain	6,785	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Leah Cameron	do
Thomas Litchfield....	.....	Sailor	6,786	100	100	1	20	100	Seymore Litchfield	do
Bartholomew Mears..	.....	Gunner	5,923	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Thomas M. Bailey, assignee	Thomas M. Bailey.
William Underhill ...	.....	Captain	6,835	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Elizabeth Trader, co-heir with T. Underhill.	Richard Smith.
William Beatley.....	.....	Sailor.....	3,270	100	100	1	20	100	William Kendall, assignee	
Levin Bird.....	.....	Pilot	6,835	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Sally W. Ames, Betsey B. Hornesley, Anna Ames, Wash. H. Ames, Mary R. Ames, Richard T. Ames and Anathey Ames.....	Thomas M. Bailey.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Robert Webb	.....	Pilot	6,834	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Betsey, Jonathan, Thorogood and Sarah A. Young	Thomas M. Bailey.
John Broadwater	.....	Gunner	6,833	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-5	Sally Beavans, Elizabeth, William and Rebecca Broadwater	do
Alexander Lang	.....	Boatswain	6,832	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Sarah Lang	do
Frederick Warneck*	Lt. Colonel.	.....	C 830	200	200	2	40	200	Edmund H. Taylor and A. P. Cox	Austin P. Cox and E. H. Taylor.
do*	do	.....	C 831	200	200	2	40	200	do do	do
do*	do	.....	C 832	200	200	2	40	200	do do	do
do*	do	.....	C 833	200	200	2	40	200	do do	do
do*	do	.....	C 834	200	200	2	40	200	do do	do
William Lumber	.....	Gunner	6,826	444	444	5	44	444	James Lumber	Richard Smith.
do	.....	do	6,827	444	444	5	44	444	William Lumber	do
do	.....	do	6,828	444	444	5	44	444	Jane, Samuel, William and Thomas Lumber	do
Laban Bailey	.....	Quartermaster	6,846	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John Bailey	Thomas M. Bailey.
do	.....	do	6,847	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John J. Bailey	do
Beverly Copes	.....	Midshipman	6,842	533	533	6	53	533	Hetty Copes	do
do	.....	do	6,841	530	530	6	50	530	Barshaba Martin	do
do	.....	do	6,840	533	533	6	53	533	Nancy Merrill	do
do	.....	do	6,839	530	530	6	50	530	Beverly Copes	do
do	.....	do	6,838	533	533	6	53	533	Parker Copes	do
Isaac Waters	.....	Boatswain	6,837	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Patty, Thomas and Sally Waters	do
Ralph Graves	Cornet.	.....	6,804	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John M., Letitia P. and Wm. R. Gregory	John M. Gregory.
John Piper	Lieutenant.	.....	4,658	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Cadwallader Wallace	Cadwallader Wallace.
Edward Travis	.....	Captain	2,653	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	Thomas Green, assignee	Thomas Green.
Edward Dybby	.....	Sailor	3,508	100	100	1	20	100	Edmund H. Taylor and Austin P. Cox	Taylor and Cox.
Samuel Demovill	.....	Seaman	3,219	100	100	1	20	100	do do	do
John Cropper	.....	Carpenter	6,845	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John and James Lilleston and James Hickman	John G. Joynes and T. M. Bailey.
William S. White	.....	Surgeon's mate	6,958	2,000	2,000	25	.....	2,000	Littleton White	Thomas M. Bailey.
do	.....	do	6,957	1,000	1,000	12	40	1,000	do	do
do	.....	do	6,956	1,000	1,000	12	40	1,000	Elizabeth White	do
Nimrod Perkins	.....	Drummer	6,952	100	100	1	20	100	Nimrod Perkins	do
Thomas Fletcher	Soldier.	.....	373	200	200	2	40	200	Thomas Fletcher	Hon. Thomas Davenport.
John Fields	.....	Steward	6,843	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	William B. Fields	John D. Fields.
do	.....	do	6,844	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John D. Fields	do
John Pettigrew	.....	Lieutenant	6,963	2,000	2,000	25	.....	2,000	Ann T. Greer, co-heir with Leah Millichops	Thomas M. Bailey.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
John Pettigrew.....	.....	Lieutenant.....	6,964	250	250	3	10	250	Ann T. Greer, co-heir with Matilda Millichops	Thomas M. Bailey.
do	.....	do	6,965	250	250	3	10	250	Ann P. Millichops	do
do	.....	do	6,966	250	250	3	10	250	Mary Millichops	do
do	.....	do	6,967	250	250	3	10	250	Lavinia Millichops	do
do	.....	do	6,969	250	250	3	10	250	James H. Millichops	do
do	.....	do	6,968	250	250	3	10	250	Clara Millichops.....	do
do	.....	do	6,970	250	250	3	10	250	Margaret T. Naudain.....	do
do	.....	do	6,971	250	250	3	10	250	Sarah G. Cowgill.....	do
John Best.....	Lieutenant.	do	6,863	666 2-3	666 2-3	8	26 2-3	666 2-3	Lydia Adams.....	J. W. Murdaugh.
do	do	.....	6,864	666 2-3	666 2-3	8	26 2-3	666 2-3	William Bruce.....	Philo Hale.
do	do	.....	6,866	666 2-3	666 2-3	8	26 2-3	666 2-3	Nancy Airs.....	J. W. Murdaugh.
do	do	.....	6,865	666 2-3	666 2-3	8	26 2-3	666 2-3	Polley Arrengton.....	do
Abraham Chapline...	Captain....	.....	C 4,634	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Isaac Chapline, Jacob Rogers Chapline, William B. Harrison, Abraham Chapline, Willis Chapline and Ann M. Chapline	R. M. Johnson.
William Corbin.....	.....	Master at arms...	6,973	666 2-3	666 2-3	8	26 2-3	666 2-3	John Corbin	Thomas M. Bailey.
do	.....	do ...	6,974	666 2-3	666 2-3	8	26 2-3	666 2-3	Ann Corbin.....	do
do	.....	do ...	6,975	666 2-3	666 2-3	8	26 2-3	666 2-3	Elizabeth Waters	do
do	.....	do ...	6,976	666 2-3	666 2-3	8	26 2-3	666 2-3	Harriet Bevans	do
Garvin Pettigrew	.....	Seaman.....	6,855	100	100	1	20	100	Ann T. Greer, Matilda, Ann P., Mary, Lanna, Clara and James H. Millichops, Margaret Naudain, and Sarah P. Cowgill.....	do
James Burk*.....	.....	Gunner	1,958	100	100	1	20	100	James Burk	Matthew St. C. Clarke.
do	.....	do	6,884	2,566 2-3	2,566 2-3	32	6 2-3	2,566 2-3	do	do
William Phillips.....	.....	Seaman.....	6,872	100	100	1	20	100	Jacob Phillips	John G Joynes.
William Wallace.....	.....	Sailor.....	6,879	100	100	1	20	100	William Wallace, Cary Wallace, Joseph Wallace, Lucretia Willey, and Rebecca Garret	William Wallace.
Solomon Powell.....	.....	Seaman.....	6,985	100	100	1	20	100	Elizabeth Phillips.....	John G. Joynes.
George Gooseley.....	.....	Captain.....	6,867	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Sarah C. Gooseley.....	Sarah C. Gooseley.
do	.....	do	6,869	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Francis Brown	James Brown, jr.
do	.....	do	6,868	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Ann H. Brown.....	Edmund Brown.
Jacob Phillips.....	.....	Boatswain.....	6,873	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Eliza, Margaret and John P. Walker	John G. Joynes.
William Campbell ...	Brig. Gen'l.	.....	2,200	5,000	5,000	62	40	5,000	Francis Preston and Sarah B., his wife	Francis Preston.
Hancock Chambers...	.....	Seaman.....	6,882	100	100	1	20	100	Harriet Savage and E. W. Chambers	John G. Joynes.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Richard Parker	.....	Lieutenant	6,883	1,000	1,000	12	40	1,000	Mary Ann Chambers, Edm'd Chandler, Henry Stokes and James Stokes	John G. Joynes.
Moses Saulsbury	.....	Armorer	6,987	177 77-100	177 77-100	2	17 77-100	177 77-100	Peggy Bovellur	Thos. M. Bailey & Jno. G. Joynes.
do	.....	do	6,988	177 77-100	177 77-100	2	17 77-100	177 77-100	Wm. Damoral, Wm. Topping, M. A. and T. Topping	do
do	.....	do	6,989	177 77-100	177 77-100	2	17 77-100	177 77-100	Jno. and Colburn Saulsbury, Caty Mister and Nancy Savage	do
do	.....	do	6,991	222 22-100	222 22-100	2	62 22-100	222 22-100	John Saulsbury	do
do	.....	do	6,992	222 22-100	222 22-100	2	62 22-100	222 22-100	Emlin Saulsbury	do
do	.....	do	6,993	111 11-100	111 11-100	1	31 11-100	111 11-100	James Saulsbury	do
do	.....	do	6,994	111 11-100	111 11-100	1	31 11-100	111 11-100	Betsey Salsbury	do
do	.....	do	6,995	222 22-100	222 22-100	2	62 22-100	222 22-100	Elisha Salsbury	do
do	.....	do	6,996	444 44-100	444 44-100	5	44 44-100	444 44-100	Abram Somers, sen.	do
do	.....	do	6,986	177 77-100	177 77-100	2	17 77-100	177 77-100	George Salesbury	do
do	.....	do	6,997	444 44-100	444 44-100	5	44 44-100	444 44-100	Abram Somers, jr	do
Jacobus White	.....	Carpenter	7,003	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Margaret Ann Evans	Thomas Ewing.
do	.....	do	7,004	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Catharine H. Evans	J. W. Murdaugh.
William Bennett	.....	Master	7,005	533 1-3	533 1-3	6	53 1-3	533 1-3	Coventon Bennett	Charles Stanberry.
do	.....	do	7,006	533 1-3	533 1-3	6	53 1-3	533 1-3	Rowland Bennett	do
do	.....	do	7,007	533 1-3	533 1-3	6	53 1-3	533 1-3	Samuel Bennett	do
do	.....	do	7,008	533 1-3	533 1-3	6	53 1-3	533 1-3	Littleton Bennett	do
do	.....	do	7,009	533 1-3	533 1-3	6	53 1-3	533 1-3	Polly Bennett	do
Philip Chamberlayne.	.....	Lieutenant	6,849	4,000	4,000	50	.....	4,000	Richard H. Chamberlayne	J. F. Brett.
William Cunningham.	.....	do	6,811	800	800	10	.....	800	James B. Cunningham	Matthew St. C. Clarke.
do	.....	do	6,812	800	800	10	.....	800	Robert B. Cunningham	do
do	.....	do	6,813	800	800	10	.....	800	Mary Wilson	do
do	.....	do	6,814	800	800	10	.....	800	Elizabeth Gatewood	do
do	.....	do	6,815	800	800	10	.....	800	Philemon, Elizabeth A. and William C. Gatewood	do
John Burk	.....	Carpenter	6,886	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	James Burk	do
Richard Montague	.....	Lieutenant	1,432	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Richard D. Montague, P. H. Montague, Jane Montague and Augustus F. Montague	Charles Stanberry.
Thomas Marshall	Colonel	.....	6,880	1,388 2-3	1,388 2-3	17	28 2-3	1,388 2-3	Humphrey Marshall	William Lambert.
James Gibson	.....	Gunner	6,888	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Jenny Trail	Thomas Green.
George Gooseley	.....	Captain	6,890	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Susan Campbell	William Nekervis.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Richard Parker		Lieutenant	7,113	1,000	1,000	12	40	1,000	Levin Parker	Thomas M. Bailey.
do		do	7,114	1,000	1,000	12	40	1,000	John Parker	do
do		do	7,115	1,000	1,000	12	40	1,000	Peter Parker	Thomas Ewing.
George Slaughter	Major		3,538	2,500	2,500	31	20	2,500	Joseph Watson, assignee	Joseph Watson.
do	do		3,540	1,833 1-3	333 1-3	4	16 1-3	333 1-3	do do	do
Thomas Chandler		Lieutenant	3,763	1,466 2-3	1,466 2-3	18	26 2-3	1,466 2-3	John P. Burton and Sarah P., his wife	Hon. T. Ewing.
do		do	3,764	1,200	1,200	15		1,200	do do	do
John Thomas*		Captain	C 4,071*	4,000	4,000	50		4,000	Wm. Thomas, Thos. Thomas and Alice Wills	Matthew St. C. Clarke.
James Broadwaters		Quartermaster	41	666 66-100	666 66-100	8	26 66-100	666 66-100	Covington Broadwater	Thomas M. Bailey.
do		do	42	666 66-100	666 66-100	8	26 66-100	666 66-100	Thomas J. W. Broadwaters	do
do		do	43	666 66-100	666 66-100	8	26 06-100	666 66-100	Leven J. M. Broadwaters	do
do		do	44	222 22-100	222 22-100	2	62 22-100	222 22-100	Mary M. Dryden	Teagle Townsend.
do		do	45	222 22-100	222 22-100	2	62 22-100	222 22-100	James Dryden	do
do		do	46	222 22-100	222 22-100	2	62 22-100	222 22-100	John Dryden	do
John Crowley	Captain		6,915	2,000	2,000	25		2,000	Elizabeth T. Mountcastle	William Lambert.
Charles Boush		Lieutenant	C 3,023*	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Ann W. Mallory and Martha F. S. Parks	Thomas Green.
Thomas Walls	Lieutenant.		6,810	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Polly H. Harris	William Lambert.
John Pitt		Surgeon	6,876	6,000	6,000	75		6,000	Ann H. P. Hall	Doctor Hall.
William Asher			6,881	2,666 2-3	2,666 1-3	33	26 1-3	2,666 2-3	Bartlett Asher	Henry Northup.
William Jackson	Sergeant		4,674	400	400	5		400	Thomas Green, assignee	Thomas Green.
George Hunter		Surgeon	38	2,000	2,000	25		2,000	John C. Hunter	do
James Barron		Commodore	6,891	1,107 33-100	1,107 33-100	13	67 33-100	1,107 33-100	Elizabeth B. Armstead	Matthew St. C. Clarke.
do		do	6,892	1,107 33-100	1,107 33-100	13	67 33-100	1,107 33-100	Samuel Barron	do
do		do	6,893	2,214 66-100	2,214 66-100	27	54 66-100	1,214 66-100	James Barron	do
John Rydman		Gunner	819	2,666 2-3	1,127 2-3	14	7 2-3	1,127 2-3	Robert Stanard	Philo Hale.
John Harris		Captain	5,068	4,000	4,000	50		4,000	Thomas M. Bailey	Thomas M. Bailey.
James Claverius	Captain		2,410	4,000	700	8	60	700	Robert Stanard	Philo Hale.
William Robins	Private		3,100	100	100	1	20	100	George Herbst	R. Green.
James Parrot	do		3,428	100	100	1	20	500	do	do
Daniel Richardson		Lieutenant	6,978	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Elizabeth Richardson	Philo Hale.
Hugh McGavock	Lieutenant.		42	100	100	1	20	100	Hugh McGavock	do
do	do		41	500	500	6	20	500	do	do
John Williams	Captain		4,561	4,000	2,000	25		2,000	Edm. Rogers and Thos. Rogers	E. and T. Rogers.
do	do		4,561	4,000	2,000	25		2,000	Jno. Williams, Frances Selser, Jas. Rozette, Robert Cole and Mary Cole	William Gerault.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Willis Wilson*	.....	Captain	C 2,869	5,333 1-3	580	7	20	580	James Cornick and Elizabeth, his wife, Richard Holstead and Jacomine, his wife.	John W. Murdaugh.
William H. Parker	.....	Lieutenant	1,013	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Richard E. Parker, F. A. Parker, Wm. C. Parker and Juliet O. Dangerfield	Philo Hale.
Bartholomew Mears	.....	Gunner	7,211	222 1-6	222 1-6	2	62 1-6	222 1-6	Elizabeth Silverthorn	Thomas M. Bailey.
do	.....	do	7,212	222 1-6	222 1-6	2	62 1-6	222 1-6	Samuel Mears	do
do	.....	do	7,213	222 1-6	222 1-6	2	62 1-6	222 1-6	Jonathan Mears	do
do	.....	do	7,214	222 1-6	222 1-6	2	62 1-6	222 1-6	Henry Mears	do
do	.....	do	7,215	222 1-6	222 1-6	2	62 1-6	222 1-6	Wm., David M., Mary and Comfort Shrieves	do
Coventon Broadwater	.....	Midshipman	6,894	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Thomas Lilleston, Ann Lilleston, Edmund Lilliston, Samuel Nock, Sally Bowen and Polly Nock	do
George Hall	.....	Sailor	4,184	100	100	1	20	100	George Hall	Mr. Mayo.
William Maxwell	Soldier	.....	411	200	200	2	40	200	David Wood, assignee	N. D. Coleman.
Patrick Carrick	do	.....	1,181	200	200	2	40	200	do do	do
William Ballard	.....	Pilot	1,960	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Sarah Langley and Mary Ann Rodgers	Matthew St. C. Clarke.
Robert Sneed	.....	Surgeon	6,823	4,500	4,500	56	20	4,500	John W. Sneek	do
do	.....	do	6,824	1,500	1,500	18	60	1,500	do	do
Thomas Chandler	.....	Lieutenant	6,898	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Sarah P. Burton	Thomas M. Bailey.
Jeremiah Elliott	Soldier	.....	534	200	200	2	40	200	Charles Baird	C. Baird.
William Roberts	Ensign	.....	6,909	380 20-21	380 20-100	4	60 20-21	380 20-21	Benjamin Roberts	Henry Northup.
do	do	.....	6,910	380 20-21	380 20-100	4	60 20-21	380 20-21	Nancy Toole	do
William Nash	Soldier	.....	3,934	100	100	1	20	100	Robert Craddock, assignee	Robert Craddock.
Walter Brooke	.....	Commodore	6,899	3,332 1-3	3,333 1-3	41	53 1-3	3,333 1-3	Ann Graiff, Mary C. Brooke, Walter T. Brooke, Lucy A. Brooke, Sarah V. Brooke and Benjamin E. Brooke	Henry S. Handy and Philo Hale.
John L. Wood	Soldier	.....	4,157	100	100	1	20	100	George Blakeley	George Blakeley.
James Watkins	.....	Lieutenant	6,952	600	600	7	40	600	Howard Watkins	Thomas Green.
do	.....	do	6,953	600	600	7	40	600	Mary Thomas	
do	.....	do	6,954	1,000	1,000	12	40	1,000	Marg't Saunders, Mary Thomas, Ann Hope and H. Watkins and Mary Servant	do
George Hunter	.....	Surgeon	6,929	1,000	1,000	12	40	1,000	John C. Hunter	Henry Stanberry.
do	.....	do	Exc. 37	3,000	3,000	37	40	3,000	do	Philo Hale.
John Hutt	Private	.....	6,977	100	100	1	20	100	John Hutt	John Hutt.
Francis Royall	Soldier	.....	873	100	100	1	20	100	Frances Royall	Frances Royall.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

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	State line.	State navy.								
Charles Boush.....	.....	Lieutenant.....	50	273 1-3	273 1-3	3	33 1-3	273 1-3	Ann W. Mallory and Martha F. S. Parks ..	Thomas Green.
do	.....	do	51	160	160	2	.....	160	do do ..	do
do	.....	do	49	400	400	5	.....	400	do do ..	do
do	.....	do	48	500	500	6	20	500	do do ..	do
Abraham Dunavant..	Soldier	.....	3,062	100	100	1	20	100	Abraham Dunavant	W. S. Archer.
Rodham Luttrell.....	.....	Seaman.....	6,948	100	100	1	20	100	Rodham Luttrell.....	John Lamuel.
Charles Fierer.....	Captain....	.....	4,632	2,000	2,000	25	.....	2,000	Jacob Bowman, assignee	T. M. T. McKennon.
William Oliver	Capt. lieut.	.....	8	2,000	2,000	25	.....	2,000	Charles Baird, assignee.....	Thomas D. Baird.
Charles Vowles	Lieutenant.	.....	5	1,400	1,400	17	40	1,400	do do	do
Benjamin Strother ..	.....	Midshipman.....	7,015	533 1-3	533 1-3	6	53 1-3	533 1-3	Mary S. Duffield	Philo Hale.
do ..	.....	do	7,014	533 1-3	533 1-3	6	53 1-3	533 1-3	Margaret Moore.....	do
do ..	.....	do	7,019	533 1-3	533 1-3	6	53 1-3	533 1-3	Catharine Craine.....	do
do ..	.....	do	7,016	533 1-3	533 1-3	6	53 1-3	533 1-3	John W. Strother.....	do
do ..	.....	do	7,018	177 1-3	177 1-3	2	17 1-3	177 1-3	James W. Pendleton	J. Strother.
do ..	.....	do	7,017	177 1-3	177 1-3	2	17 1-3	177 1-3	Catharine T. Nicklin	do
do ..	.....	do	7,124	177 1-3	177 1-3	2	17 1-3	177 1-3	Benjamin S. Pendleton	Suspended in the office.
Christopher Tompkins	.....	Lieutenant.....	6,936	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Ann D. Shirley	Thomas Green.
Hugh McGavock.....	Lieutenant.	.....	43	66 2-7	66 2-3	....	66 2-3	66 2-3	Hugh McGavock	do
James Wright.....	Private ...	.....	5,052	100	100	1	20	100	Nicholas McCarty.....	Nicholas McCarty.
John Revell.....	.....	Gunner's mate....	7 145	2,222 1-3	2,222 1-3	27	62 1-3	2,222 1-3	Wm. Revell, John B. Revell, James Revell, Sally Revell and Elizabeth R. Guy	Thomas R. Joynes.
do	.....	do	7,146	444 1-3	444 1-3	5	44 1-3	444 1-3	Nathaniel F., Catherine and Margaret Revell	do
Brawson Dalby.....	.....	Seaman.....	7,150	100	100	1	20	100	Ann Dalby and Susan Johnson.....	P. P. Mayo.
Tully Robinson.....	.....	Captain.....	7,149	4,000	4,000	50	.....	4,000	Benjamin K. Johnson.....	P. M. Tabb and H. L. Brooke.
John Braidefoote	.....	Chaplain.....	7,160	6,000	6,000	75	.....	6,000	Margaret Collins.....	John W. Murdaugh.
Jonathan Barret.....	.....	Lieutenant.....	7,161	4,000	4,000	50	.....	4,000	Mary Dunbar.....	do
Richard Dale.....	.....	do	7,162	1,000	1,000	12	40	1,000	John M. Dale	Edward C. Dale.
do	.....	do	7,163	1,000	1,000	12	40	1,000	Edward C. Dale.....	do
do	.....	do	7,164	1,000	1,000	12	40	1,000	Sarah B. Pettit	do
do	.....	do	7,165	1,000	1,000	12	40	1,000	Elizabeth Reed	do
Levin Walker	Lieutenant.	.....	2,849	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Ann T. Walker.....	Thomas R. Joynes.
Thomas Hamilton....	Captain....	.....	60	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Hans Roulston.....	Suspended in the office.
do	do	.....	61	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John Woods.....	Cadwallader Wallace.
do	do	.....	62	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	William Woods.....	do
Francis Bright	.....	Captain.....	7,168	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Susan H. Bright	J. W. Murdaugh.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Francis Bright	.....	Captain	7,168	533 1-3	533 1-3	6	53 1-3	533 1-3	Elizabeth Edloe	J. W. Murdaugh.
do	.....	do	7,167	533 1-3	533 1-3	6	53 1-3	533 1-3	Susan H. Moore	do
do	.....	do	7,169	533 1-3	533 1-3	6	53 1-3	533 1-3	Virginia F. Travis	do
do	.....	do	7,170	533 1-3	533 1-3	6	53 1-3	533 1-3	Julia S. Travis	do
do	.....	do	7,171	533 1-3	533 1-3	6	53 1-3	533 1-3	Catharine M. Travis	do
William House	.....	Gunner	6,935	320	320	4	.....	220	William House	Thomas Green.
do	.....	do	6,931	1,283 1-3	1,283 1-3	16	3 1-3	1,283 1-3	Elijah Kane	do
do	.....	do	6,933	320 5-6	320 5-6	4	5-6	320 5-6	Henry House	do
do	.....	do	6,934	320 5-6	320 5-6	4	5-6	320 5-6	Mary Ann House	do
do	.....	do	6,932	320 5-6	320 5-6	4	5-6	320 5-6	Barbara Hicks	do
Stark Moss	.....	Carpenter	7,178	371 1-3	371 1-3	4	51 1-3	371 1-3	George B. Hubbard	Archibald M. Green.
William H. Parker	.....	Lieutenant	7,172	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Richard E. Parker, Foshal A. Parker, Wm. C. Parker and J. O. Dangerfield	Thomas Green.
Stark Moss	.....	Carpenter	7,177	444 4-9	444 4-9	5	44 4-9	444 4-9	Mary Livesay	do
do	.....	do	7,181	172 2-3	172 1-3	2	12 1-3	172 1-3	Sarah Hatton, Mary Hatton and John Hatton	do
do	.....	do	7,176	222 2-9	222 2-9	2	62 2-9	222 2-9	Josiah A. Denson	Lewellen Jones.
do	.....	do	7,175	222 2-9	222 2-9	2	62 2-9	222 2-9	Mary Ann Jones	do
do	.....	do	7,174	444 4-9	444 4-9	5	44 4-9	444 4-9	Sally Moss	Archibald M. Green.
do	.....	do	7,173	444 4-9	444 4-9	5	44 4-9	444 4-9	John Moss	do
do	.....	do	7,179	172 1-3	172 1-3	2	12 1-3	172 1-3	Thomas Hatton	do
do	.....	do	7,180	172 1-3	172 1-3	2	12 1-3	172 1-3	Mary Amiss	do
William Roberts	Lieutenant.	.....	6,984	380 20-21	380 20-21	4	60 20-21	380 20-21	Henry Roberts, Polly Chaddock, Elizabeth Redding, Polly Johnston, Margaret Perry, William R. Roberts, Catharine Roberts and Jas. R. Roberts, Elizabeth Clifton, Jos. Clifton, Polly Hill, Catharine Clifton, Tabitha Clifton, Geo. Clifton, Caroline Clifton, Wm. B. Clifton, Emerine Clifton and John Clifton	Henry Northup.
William Roberts	Lieutenant.	.....	7,010	76 4-21	76 4-21	....	76 4-21	76 4-21	Augustine Roberts	do
do	do	.....	6,983	76 4-21	76 4-21	....	76 4-21	76 4-21	Sally Hughes	do
do	do	.....	6,982	76 4-21	76 4-21	....	76 4-21	76 4-21	Elizabeth Gregory	do
do	do	.....	6,981	76 4-21	76 4-21	....	76 4-21	76 4-21	Willis Roberts	do
do	do	.....	6,980	76 4-21	76 4-21	....	76 4-21	76 4-21	John Roberts	do

A.—*Statement exhibiting the amount of military land scrip*—Continued.

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	State line.	State navy.								
John Thomas	.....	Captain	7,150	1,333 1-3	1,333 1-3	16	53 1-3	1,353 1-3	William Thomas, Thomas Thomas and Alice Thomas	Philo Hale.
Wyatt Reviere	.....	Armorer	6,955	2,566 2-3	2,566 2-3	32	6 2-3	2,566 2-3	Lee Ann Ruddle and Cordelia Charlton	Thomas F. Foster.
Samuel Barron	.....	Lieutenant	7,182	2,000	2,000	25	.....	2,000	Samuel Barron	Thomas Green.
do	.....	do	7,183	2,000	2,000	25	.....	2,000	Elizabeth R. Amistead	do
James M. Carter	Soldier	.....	3,512	100	100	1	20	100	John H. Warder	Michael Nourse.
Thomas Pierce	.....	Sailor	2,179	100	100	1	20	100	do	do
William Banks	.....	do	1,505	100	100	1	20	100	do	do
Robert Hendren	Soldier	.....	3,880	100	100	1	20	100	do	do
William Toler	Corporal	.....	1,180	200	200	2	40	200	do	do
Southy East	.....	Seaman	7,196	100	100	1	20	100	Southy W. East, Severn East and Mary Bloxom	P. P. Mayo.
Thomas Bonnewell	.....	Master	7,210	148	148	1	68	148	Sophia Gardner	John G. Joynes.
do	.....	do	7,211	148	148	1	68	148	Sally Gunter	do
George Picket	Drummer	.....	491	200	200	2	40	200	John H. Warder	Michael Nourse.
Duke George	.....	Sailor	4,643	100	100	1	20	100	Jonathan Kenyon	Suspended in the office.
Jones Deane	Private	.....	6,436	100	100	1	20	100	John Deane	J. W. Nash.
Thomas Butler	.....	Pilot	7,216	2,666 2-3	2,666 2-3	33	26 2-3	2,666 1-3	Mary Edwards	Joseph Segar.
John Bulley	.....	Boatswain	7,221	888 8-9	888 8-9	11	8 8-9	888 8-9	John Bulley	do
do	.....	do	7,220	888 8-9	888 8-9	11	8 8-9	888 8-9	Thomas Bulley	Henry Stanberry.
do	.....	do	7,222	888 7-9	888 7-9	11	8 7-9	888 7-9	Elizabeth Sherrard	do
John Williams	.....	Pilot	7,231	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Mary Binford	Joseph Segar.
Henry Holt	.....	Midshipman	7,135	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	William Holt	William S. Nicholls.
Joshua Singleton	.....	Lieutenant	6,911	1,333 1-3	1,333 1-3	16	53 2-3	1,333 1-3	Joshua Singleton	William S. Scott.
Samuel Crawley	.....	Captain	7,235	1,000	1,000	12	40	1,000	William S. Ware and Samuel C. Ware	Charles Hatcher.
John Carr, sen.	.....	Private	7,139	100	100	1	20	100	John Carr, jr.	Joseph Watson.
John Carr, jr.	Private	.....	7,121	100	100	1	20	100	do	do
John Brown	do	.....	4,869	100	100	1	20	100	Cadwallader Wallace	Cadwallader Wallace.
Elcany Andrews	.....	Seaman	7,131	100	100	1	20	100	Elcany Andrews	John P. Drummond.
Thomas Moth	.....	Sailor	6,701	100	100	1	20	100	Thomas Moth	Thomas H. Harvey.
Martin Norris	Sergeant	.....	7,156	200	200	2	40	200	Polly Dozier and Nancy Raines	do
Benjamin Field	Captain	.....	7,238	4,000	4,000	50	.....	4,000	Benjamin Field	Richard Elliott.
Hugh McGavock	Lieutenant.	.....	6,961	2,000	2,000	25	.....	2,000	Hugh McGavock	Thomas J. Boyd.
Levin Rundick	.....	Private	7,243	100	100	1	20	100	Edward Rundick	Vespasian Ellis.
Samuel Crawley	.....	Captain	7,244	500	500	6	20	500	Elizabeth C. Ware	John Coke.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Charles Collier	Captain		7,245	4,000	4,000	50		4,000	Wm. Collier and Polly Collier	Hon. Thomas Ewing.
John Pierce		Midshipman	7,247	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Lovell Pierce and Nancy Carter	Richard Smith.
John Hamilton		Lieutenant	7,246	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Patsy Row	Thomas Green.
James Daughety		do	7,157	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	James B. Daughety and Jane Wildy	Thomas H. Harvey.
Fire Hammons		Private	7,252	100	100	1	20	100	Fanny Harmon or Hammons	Vespasian Ellis.
Stephen Harmon		Seaman	7,251	100	100	1	20	100	do do	do
William Barron		Lieutenant	7,254	4,000	4,000	50		4,000	Ann M. Barron	J. W. Murdaugh.
Luke Cannon		Midshipman	7,209	222	222	2	62	222	Stephen Drummond	John G. Joynes.
do		do	7,204	889	889	11	9	889	Keturah Weston	do
do		do	7,205	444 1-2	444 1-3	5	44 1-3	444 1-3	do	do
do		do	7,206	444 1-3	444 1-3	5	44 1-3	444 1-3	Cary Drummond	do
do		do	7,207	422	222	2	62	222	do	do
do		do	7,208	444 1-3	444 1-3	5	44 1-3	444 1-3	Stephen Drummond	do
Richard Barron		Captain	7,233	111 1-9	111 1-9	1	31 1-9	111 1-9	Mary Barron, James Granes, Ann Balfour, &c.	G. A. Myers.
Jesse Cannon		Lieutenant	7,201	333 1-3	333 1-3	4	13 1-3	333 1-3	Stephen Drummond	John G. Joynes.
do		do	7,200	666 2-3	666 2-3	8	26 2-3	666 2-3	do	do
do		do	7,202	666 2-3	666 2-3	8	26 2-3	666 2-3	Cary Drummond	do
do		do	7,203	333 1-3	333 1-3	4	13 1-3	333 1-3	do	do
do		do	7,198	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Keturah Weston	do
do		do	7,199	666 2-3	666 2-3	8	26 2-3	666 2-3	do	do
John Gibson		Gunner	7,232	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Jenney Trail	Thomas Green.
Samuel Timpson	Chaplain		64	1,000	1,000	12	40	1,000	Ann Garnett and R. T. Brooker	Henry Stanberry.
do	do		65	1,000	1,000	12	40	1,000	Clarissa Drewry	Charles Hatcher.
do	do		66	1,000	1,000	12	40	1,000	Peyton T. Henley and Ann B. Henley	do
Thomas Armistead	Captain		36	750	750	9	30	750	Joseph Mayo	Henry Stanberry.
do	do		53	1,000	1,000	12	40	1,800	Martha B. Toder	do
James Watkins		Lieutenant	7,184	1,800	1,800	22	40	1,800	Margaret Saunders, Mary Servant, Mary Thomas, Ann Hope and H. Watkins	Thomas Green.
Thomas Lumber		Gunner's mate	66¼	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	W. Shrieves, Nancy Shrieves, Rachel Shrieves, John Shrieves Abram Shrieves and Sally Shrieves	Thomas R. Joynes.
Thomas Humplett		Lieutenant	7,236	4,000	4,000	50		4,000	Rebecca Cooper	Willis Morgan.
George Wilson	Lt. colonel.		7,190	375	375	4	55	375	William G. Gibson	Thomas McKennon.
do	do		7,192	375	375	4	55	375	Jane Wilson	do
do	do		7,193	375	375	4	55	375	do	do

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
George Wilson.....	Lt. colonel.	.....	7,194	375	375	4	55	375	Sarah Wilson	Thomas McKennon.
Jonathan Calvert....	Surg. mate.	.....	7,257	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Newton C. King and Charles King	Philo Hale.
George Wilson.....	Lt. colonel.	.....	7,262	187 1-2	187 1-2	2	27 1-2	187 1-2	Matilda McDowell	Thomas McKennon.
do	do	.....	7,261	187 1-2	187 1-2	2	27 1-2	187 1-2	do	do
do	do	.....	7,260	375	375	4	55	375	George W. Humphreys.....	do
do	do	.....	7,259	375	375	4	55	375	do	do
Benjamin Rush.....	.....	Lieutenant.....	7,258	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Lettice S. Smith	Philo Hale.
Samuel Timpson.....	Captain....	.....	68	333 1-3	333 1-3	4	13 1-3	333 1-3	Peyton T. Henley and Ann B. Henley	do
do	do	.....	67	333 1-3	333 1-3	4	13 1-3	333 1-3	do do	do
do	do	.....	69	333 1-3	333 1-3	4	13 1-3	333 1-3	Ann Garnett and R. T. Booker	Henry Stanberry.
George Chamberlaine	.....	Lieutenant.....	751	4,000	1,776	22	16	1,776	Lydall Wilkinson	Lydall Wilkinson.
James Markham.....	.....	Captain.....	7,151	91 1-4	91 1-4	1	11 1-4	91 1-4	Mary Ann Seal	Joseph D. Barker.
John Kearney.....	Captain....	.....	7,117	888 2-3	888 2-3	11	8 2-3	888 2-3	Jane Blue, Eliz. Minor, Susan St. Auberne, Mahala Blue, Elliott Keerny, T. Keerny, Henry Seebert, Jno. Seebert, William Seebert, Eliza. Seebert and Eldegert Keerny.	John Keerney.
Peter Goffinger.....	.....	Pilot	7,217	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Milly Spady.....	Henry Stanberry.
do	.....	do	7,218	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Emeline Jones.....	Joseph Segar.
George Glendenhy ...	.....	Sailor.....	4,431	100	100	1	20	100	Henry Asbury	Henry Asbury.
James Markham.....	.. ..	Captain.....	6,174	277 3-4	277 2-4	3	37 3-4	277 3-4	Joseph D. Barker, Mary Ann S. Barker, Edmond B. Barker, Simon W. Barker, Catharine Barker and Maria Barker	Joseph D. Barker.
William Roberts.....	Ensign	.....	72	311 15-21	311 15-21	3	71 15-21	311 15-21	William Roberts, Henry Roberts, Jos. Roberts, Philip T. Roberts, Carella Roberts, Elizabeth Roberts, Hannah Roberts, Polly Gibson and Fanny Roberts	Thomas Green.
do	do	.....	73	54 2-3	54 2-3	....	54 2-3	54 2-3	William Clifton, Emily Clifton, Magdalin Clifton and Henrietta Clifton.....	Henry Northup.
do	do	.....	74	95 5-21	95 5-21	1	15 5-21	95 5-21	Ann Brown, Lucinda Brown, Henrietta Brown, James Brown, Charles Gideon Brown and Sarah W. Brown.....	do
do	do	.....	75	69 5-21	69 5-21	....	69 5-21	69 5-21	Thomas Roberts and Mildred O'Bannon	do
do	do	.....	76	271 20-21	271 20-21	3	31 20-21	271 20-21	George Clifton, Charlotte Davis, Catharine Bright, Charles Clifton and William B. Clifton	do

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
William Roberts.....	Ensign	.....	77	285 15-21	285 15-21	3	45 15-21	285 15-21	James T. Brown, C. R. Crigler and Eliz. Hughes	Henry Northup.
George Cummins.....	Soldier	.....	3,748	100	100	1	20	100	Joseph Watson, assignee.....	Joseph Watson.
Moses Saulsbury.....	.....	Armorer	90	29 63-100	29 63-100	....	29 63-100	29 63-100	Mary Salisbury	Thomas M. Bailey.
do	.....	do	91	29 63-100	29 63-100	....	29 63-100	29 63-100	Eliza Salisbury	do
do	.....	do	92	29 63-100	29 63-100	....	29 63-100	29 63-100	George Salisbury	do
do	.....	do	93	29 63-100	29 63-100	....	29 63-100	29 63-100	Cassy Salisbury.....	do
do	.....	do	94	29 63-100	29 63-100	....	29 63-100	29 63-100	William Salisbury.....	do
do	.....	do	95	29 63-100	29 63-100	....	29 63-100	29 63-100	Robert Salisbury.....	Suspended in the office.
William Skinner	.....	Captain.....	7,270	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	Thomas Sands, Jenny Jarvis, Tho. Dobbins, John Dobbins, Wm. Dobbins, Polly Dobbins, Peggy Green, Thomas Skinner, jr., Wm. Skinner, John Skinner, Samuel Skinner, Thomas Skinner, sen., and James Skinner	Joseph Segar.
Merryman Payne....	.....	Lieutenant.....	7,271	4,000	4,000	50	.....	4,000	Mary Payne, Judith Payne, Emily Payne, George W. Payne, Henrietta Parker and Alexander Parker.....	Thomas Green.
William Wamsley....	Private ...	.....	7,159	200	200	2	40	200	William Walmsley	Daniel Wilkinson.
William Alman.....	.....	Gunner	7,282	2,566 2-3	2,566 2-3	32	6 2-3	2,566 2-3	John Bulley, Thomas Bulley, Elizabeth Sherrard, Ann Walker and John Alman	Joseph Segar.
Thomas Bonwell.....	.....	Master.....	7,283	444 4-9	444 4-9	5	44 4-9	444 4-9	Levin Bonnell and Anna Sneed	Vespasian Ellis.
do	.....	do	7,284	444 4-9	444 4-9	5	44 4-9	444 4-9	John P. Crippen and Narcissa Crippen.....	do
Thomas Bonnewell ...	.....	do	7,285	444 4-9	444 4-9	5	44 4-9	444 4-9	Betsey Bull, Sally Bonnell, Betsey Wise, Clement, Harriet, Tabitha, Sally and Leah Bonwell, Betsey East, James, Robert and Elijah Bonnewell.....	do
William Smith	.....	Boatswain.....	7,287	2,566 2-3	2,566 2-3	32	6 2-3	2,566 2-3	Louisa T. Smith	Joseph Segar.
Robert Turk	Soldier	.....	1,242	100	100	1	20	100	Thomas Turk.....	Hon. N. Gaither.
George Cofer.....	Corporal ...	.....	47	200	200	2	40	200	Francis Collins.....	William Simmes.
George Wilson.....	Lt. colonel .	.....	95	250	250	3	10	250	John Daily and Wm. Wilson Dailey.....	William G. Hawkins.
do	do	.....	96	125	125	1	45	125	Andrew W. Dailey.....	do
William Roberts.....	Ensign	.....	89	53 16-21	53 16-21	....	53 16-21	53 16-21	Elizabeth McKinney	Henry Northup.
William Moore*.....	Sergeant...	.....	530	400	400	5	.....	400	Cadwallader Wallace	Cadwallader Wallace.
Philip Ballard*.....	Soldier	.....	6,870	100	100	1	20	100	Philip Ballard.....	Anthony Lawson.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was isssued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
William Wall*	Soldier		6,896	100	100	1	20	100	William Wall	Coleman C. Beckham.
Robert Lovell*	Lieutenant.		4,477	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John Lovell	do
Francis Witlow	Soldier		134	100	100	1	20	100	Robert Baugh	Hon. G. Moore.
John Flynt		Carpenter	7,285	2,566 2-3	2,566 2-3	32	6 2-3	2,565 2-3	Emily Moore, Catharine Robinson and Eliz. Robinson	Philo Hale.
Thomas Allen		Boatswain	97	493 1-3	403 1-3	6	13 1-3	493 1-3	Mary Lively	Joseph Segar.
do		do	101	493 1-3	493 1-3	6	13 1-3	493 1-3	Frances Wood	do
do		do	99	492 1-3	493 1-3	6	13 1-3	493 1-3	William Lewis	do
do		do	100	493 1-3	493 1-3	6	13 1-3	493 1-3	Frances Wood	do
do		do	98	493 1-3	493 1-3	6	13 1-3	493 1-3	Martha, alias Patsy Ayler	do
John Thrall		Lieutenant	7,286	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John Thrall, Lucy H. Reeves, Ann C. George, Lilly T. Blackmore, Elizabeth H. James, Mary Carter, Geo. Carter and Ralph Carter	Thomas H. Harvey.
Charles Magill	Major		1,888	1,000	1,000	12	40	1,000	G. F. Norton	Austin P. Cox.
do	do		1,889	1,000	1,000	12	40	1,000	do	do
do	do		1,890	1,000	1,000	12	40	1,000	do	do
George Wilson	Lt. colonel		7,195	375	375	4	55	375	Sarah Wilson	Hon. William Russell.
do	do		7,191	375	375	4	55	375	William G. Wilson	do
Absalom Jones	Private		6,908	33 1-3	33 1-3	....	33 1-3	33 1-3	Hester Ann Isabella and Eli Jones	H. A. Claiborne.
do	do		6,907	33 1-3	33 1-3	....	33 1-3	33 1-3	Absalom Jones	do
Thomas Kemp	Surg. mate.		7,287	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	James Kemp and Sarah T. Williams	John A. Chandler.
Cary Hansford		Surgeon's mate	7,302	4,000	4,000	50	.....	4,000	Maria T. Hansford and William P. Hansford	Robert B. Taylor.
Severn Taylor		Seaman	7,292	100	100	1	20	100	Wm. C. Taylor	William S. Nicholls.
James McValley	Private		519	200	200	2	40	200	Martin Hardin, assignee	Charles A. Wickliffe.
Alexander Wren	Soldier		1,933	100	100	1	20	100	Lydall Wilkinson, assignee	Lydall Wilkinson.
William Sanlee	do		2,132	100	100	1	20	100	do do	do
Joseph Hay	Hosp. surg.		4,596	6,000	6,000	75	.....	6,000	George Hancock	Philo Hale.
Thomas Kemp	Surg. mate.		7,323	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Jas. Kemp and Sarah Wilkins	do
James Tutt		Midshipman	7,326	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Mary Hickerson, Alexander H. Spilman, Mary J. Miller, Eliza Chandler and Mildred T. Reeser	Alexander H. Spilman.
Charles Yeatnan*	Private		6,031	200	200	2	40	200	Philo Hale, assignee	Philo Hale.
Jonathan Calvert	Surg. mate.		7,306	400	400	5	.....	400	N. C. King and Charles King	do
do	do		7,305	533 1-3	533 1-3	6	53 1-3	533 1-3	do do	do

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No of certificates of thirty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Jonathan Calvert	Surg. mate.	.....	7,307	400	400	5	.....	400	N. C. King and Charles King, ...	Philo Hale.
Charles Hudson.....	Private ...	.....	7,327	100	100	1	20	100	Charles Hudson	William Spragains.
Cæsar Tenant	.....	Pilot	7,325	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Nancy Tenant ,..... ...	Keeran and W. S. Nicholls.
George Brent.....	Lieutenant.	.....	7,332	1,777 1-3	1,777 1-3	22	17 1-3	1,777 1-3	Catharine P. Pollard and Francis Brent	Philo Hale.
William Newby.....	.....	Marine	7,333	100	100	1	20	100	Nancy Rains	do
Henry Rogers	.....	Seaman.....	7,329	100	100	1	20	100	Curtis Hargis, Sally Hargis, John Hargis, Thos. Hargis, Margaret Hargis, Nancy Hargis, Geo. Hargis, Sophia Hargis and William Hargis	Vespasian Ellis.
Stephen Collins.....	.....	do	7,294	100	100	1	20	100	Starling Collins	do
James Collins	.....	do	7,334	100	100	1	20	100	Skinner Collins, Thomas Collins, Sophia Collins and Rachel Smelling	do
George Brent.....	Lieutenant.	.....	7,338	888 2-3	888 2-3	11	8 2-3	888 2-3	George P. Brent	Thomas H. Harvey.
Dempsey Eastwood ..	Corporal ...	.. ..	7,324	400	400	5	.....	400	Wright Eastwood	Charles Hatcher.
Michael James	.....	Lieutenant	123	59 1-5	59 1-5	....	59 1-5	59 1-5	Thomas James.....	Suspended in office.
do	.....	do	104	148 1-9	148 1-9	1	68 1-9	148 1-9	Susanna Waistcoat	Thomas R. Joynes.
do	.....	do	105	148 1-9	148 1-9	1	68 1-9	148 1-9	Michael Savage.....	do
do	.....	do	106	148 1-9	148 1-9	1	68 1-9	148 1-9	Robert, James, Edward and Jane Rogers....	do
do	.....	do	107	42 2-7	42 2-7	....	42 2-7	42 2-7	Margaret James	do
do	.....	do	108	42 2-7	42 2-7	....	42 2-7	42 2-7	Peggy Savage	do
do	.....	do	109	42 2-7	42 2-7	....	42 2-7	42 2-7	Ann Jacob.....	do
do	.....	do	110	42 2-7	42 2-7	....	42 2-7	42 2-7	Robert James.....	do
do	.....	do	111	42 2-7	42 2-7	....	42 2-7	42 2-7	Rosey Johnson.....	do
do	.....	do	112	42 2-7	42 2-7	....	42 2-7	42 2-7	Cassandria Mapp.....	do
do	.....	do	113	42 2-7	42 2-7	....	42 2-7	42 2-7	Elizabeth Poulson.....	do
do	.....	do	114	148 2-9	148 2-9	1	68 2-9	148 1-9	John C. Mapp	do
do	.....	do	115	148 1-9	148 1-9	1	68 1-9	148 1-9	William W. Mapp	do
do	.....	do	116	148 1-9	148 1-9	1	68 1-9	148 1-9	Alfred N. H. Mapp.....	do
do	.....	do	117	148 1-9	148 1-9	1	68 1-9	148 1-9	Robert H. Mapp.....	do
do	.....	do	118	59 1-5	59 1-5	....	59 1-5	59 1-5	R. C. James, A. James, S. Dowty and Mariah Scott	do
do	.....	do	119	59 1-5	59 1-5	....	59 1-5	59 1-5	Elizabeth J. and William Addison	do
do	.....	do	120	59 1-5	59 1-5	....	59 1-5	59 1-5	William Oague	do
do	.....	do	121	59 1-5	59 1-5	....	59 1-5	59 1-5	Ainesly Dennis	do
do	.....	do	127	296 2-9	296 2-9	3	56 2-9	296 2-9	Elizabeth Savage	do

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Michael James		Lieutenant	122	148 1-9	148 1-9	1	68 1-9	148 1-9	John and George Savage	Thomas R. Joynes.
do		do	124	98 2-3	98 2-3	1	18 2-3	98 2-3	Elizabeth Bunting	do
do		do	125	98 2-3	98 2-3	1	18 2-3	98 2-3	William Addison	do
do		do	126	296 2-9	296 2-9	3	56 2-9	296 2-9	Victor Ewing	do
Joseph Selden	Lieutenant.		84	296	296	3	56	296	Joseph Selden	William S. Scott.
do	do		86	296	296	3	56	296	Charles Selden	William Selden.
do	do		88	296	296	3	56	296	William Selden	William S. Scott.
do	do		85	296	296	3	56	296	Mary Elizabeth Adams	do
do	do		29	267 2-3	267 2-3	3	27 2-3	267 2-3	Cary Selden, James M. Selden, John A. Selden, Miles C. Selden, William A. Selden, Elizabeth Miller and Martha Selden	do
do	do		102	444 1-3	444 1-3	5	44 1-3	444 1-3	Robert S. Rose	James E. Heath.
do	do		103	444 2-3	444 2-3	5	44 2-3	444 2-3	William Macon, Miles Macon, Selden C. Macon, Elizabeth Ann Heath, Thomas Macon and Lucy Temple	Philo Hale.
James Withers	do		7,350	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	James Withers	John S. Barbour.
Matthew Pope	Surgeon		10,341	6,000	6,000	75		6,000	Hugh Nelson	A. Buckingham & Co.
John Archer		Lieutenant	130	666 2-3	666 2-3	8	26 2-3	666 2-3	Robert Archer	Thomas Keeran.
do		do	132	666 2-3	666 2-3	8	26 2-3	666 2-3	Eliza Tally	do
do		do	131	666 2-3	666 2-3	8	26 2-3	666 2-3	Susan Valentine	do
do		do	129	2,000	2,000	25		2,000	Robert Archer	do
William Bressie		Captain	7,348	4,000	4,000	50		4,000	Elizabeth Webb	J. W. Murdaugh.
Gideon Spencer	Lieutenant.		7,300	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Clement M. Spencer, Pitman C. Spencer, Sion G. Spencer, Thomas F. Spencer, Nancy C. Price, Harriet P. Price, Edwin J. Spencer, Isaac P. Spencer, Caroline M. Spencer, Ann E. Spencer, Maria S. Spencer and Julia F. Spencer	A. Buckingham & Co.
George Rogers		Captain	7,352	4,000	4,000	50		4,000	John Rogers and Elizabeth D. McCowen	do
Stephen Bloxum		Seaman	7,336	100	100	1	20	100	Betsey, Rosey and Rachel Bloxum	Vespasian Ellis.
William Andrews		do	7,335	100	100	1	20	100	Elkanah Andrews, Jacob Andrews, Southy Row, Caty Hinman and Isaac and Joice Andrews	do
William Barnes	Soldier		4,151	100	100	1	20	100	Demas Adams	Demas Adams.
Robert Andrews		Chaplain	7,356	1,500	1,500	18	60	1,500	Elizabeth Andrews	Philo Hale.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered
	State line.	State navy.								
Robert Andrews	.....	Chaplain.....	7,354	1,500	1,500	18	60	1,500	Catharine Wilkinson.....	Philo Hale.
do	.....	do	7,355	1,500	1,500	18	60	1,500	John Andrews	do
do	.....	do	7,357	1,500	1,500	18	60	1,500	Robert Randolph and Catharine Taylor.....	do
Edward Jones	Soldier	.....	1,230	200	200	2	40	200	Richard W. Shipp, assignee	R. M. Johnson.
George Rogers.....	.....	Captain.....	7,362	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John Rogers and Elizabeth Rogers.....	A. Buckingham & Co.
Edward Woneycut...	.....	Lieutenant.....	7,347	4,000	4,000	50	.....	4,000	George Enslow	Suspended.
William Vawter.....	Lieutenant.	.....	97	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	William Bufort, assignee.....	Austin P. Cox.
George Wilson.....	Lt. colonel.	.....	133	555 54-100	555 54-100	6	55 54-100	535 54-100	Geo. W. Kinkade, Elizabeth Pottenger, Phœbe Pottenger, Nancy Orr and Aley Miller.....	A. Buckingham & Co.
do	do	.....	134	214 46-100	214 46-100	2	54 46-100	214 46-100	Jane W. McCallister and Mary A. Patterson	do
James Daugherty....	.....	Lieutenant.....	7,284	1,333 1-3	1,333 1-3	16	55 1-3	1,333 1-3	Wm. Daugherty, Samuel B. Daugherty, Jas. B. Daugherty and Jane Wildy.....	Thomas H. Harvey.
Henry Garnett	Captain....	.....	136	400	400	5	.....	400	Henry G. and Drusilla M. Segar.....	Robert Hord.
do	do	.....	137	2,000	2,000	25	.....	2,000	Elizabeth Tunstall, Maria W. Brooke and Lucy G. Hill.....	do
do	do	.....	138	400	400	5	. .....	400	Jas. Munroe and Augustine Munroe	do
do	do	.....	139	400	400	5	.....	400	Wm. Duling and Augustine Duling.....	do
do	do	.....	140	400	400	5	.....	400	Plinney, Nefrow, Smedley, Candis, Roenna, Lyra, Lucy, Nancy, Henry, William and Betsey Garnett, heirs of.....	do
do	do	.....	141	400	400	5	.....	400	Ann M. Right and J. H. Garnett	do
Ambrose Lewis.. ...	.....	Sailor	1,847	100	100	1	20	100	Phebe Dillon, Cynthia Lewis, Sally, Ely and Nancy Chew.....	Suspended.
Rodman Kenner	.....	do	3,780	100	100	1	20	100	Phœbe Dillon, Cynthia Lewis, Sally, Ely, and Nancy Chew.....	do
James Rogers	Soldier	.....	150	100	100	1	20	100	Martha Bonnewell, Richard Rogers and Elizabeth Willey.....	Richard D. Webb.
Christopher Henry...	do	.....	548	200	200	2	40	200	Wm. H. Todd, assignee	William H. Todd.
James Martin	Corporal ...	.....	459	400	400	5	.....	400	do do	do
Robert Thruston.....	Lieutenant.	.....	7,384	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Edmund J. Thruston, John F. Thruston and Francis B. New.....	Henry L. Brooke.
Frederick Barnes	Soldier	.....	7,372	100	100	1	20	100	Margaret Bumbuger.....	Charles Hatcher.
do	do	.....	7,382	100	100	1	20	100	L. R. Cameron and Leah Monday	Vespasian Ellis.

A.—*Statement exhibiting the amount of military land scrip*—Continued.

Name of the person who performed the service.	Rank.		Number of warrant.	Amount of acres.	Amount due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
	State line.	State navy.								
Daniel Kent.....	Ensign	.....	7,386	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Judeth Currell, F. A. Edmonds, J. N. K. Edmonds and Daniel Kent	Vespasian Ellis.
William Garner.....	Private	.....	164	100	100	1	20	100	William Garner, George Garner, Hezek. Garner, Theodocia Beach, and Elizabeth Mills.	William Prout.
Artax. Bennitt.....	.....	Gunner	4,437	2,666 2-3	800	10	.....	800	Daniel Call.....	Daniel Call.
Peter Moore.....	Captain....	.....	165	666 2-3	666 2-3	8	26 2-3	666 2-3	George Moore, Peter Moore, Jane McClanahan, Mary Barton, and Thos. L. Moore..	Charles J. Faulkner.
do	do	.....	166	666 2-3	666 2-3	8	26 2-3	666 2-3	Wm. S. Moore, Robert Moore, and Martha Moore.....	do
Joseph Selden.....	Lieutenant.	.....	7,658	89 8-9	89 8-9	1	9 8-9	89 8-9	Thomas J. Leigh	John E. Heath.
do	do	.....	7,771	178 1-3	178 1-3	2	18 1-3	178 1-3	Thomas and Richard Watkins.....	William Selden.
do	do	.....	7,562	148	148	1	68	148	do do	Suspended.
Grand total.....				557,617 39-100	525,502 61-100	6,351	17,422 62-100	525,502 61-100		
Recapitulation of scrip issued on copies, or duplicate warrants, as designated by (*) in the foregoing statement				35,166 2-3	30,413 2-3	372	653 1-3	30,413 1-3		

GENERAL LAND OFFICE, *November* 15, 1834.

ELIJAH HAYWARD, *Commissioner.*

REMARKS.

There was appropriated by the act of 30th of May, 1830, for the Virginia navy, State, and Continental line, 310,000 acres, viz:

For the State line, including the navy		260,000
For the Continental line		50,000
The act of 15th July, 1832, appropriated for both establishments.....		300,000
The act of 2d March, 1833, appropriated for the same.....		200,000
Total appropriation		810,000
Agreeably to the foregoing statement A, scrip has been issued on warrants for the State, line and navy, amounting to	525,502 61-100	
Agreeably to statement B, for the Continental line.....	271,318 51-100	
		796,821 12-100
Leaving a balance of		13,178 88-100

This balance is covered by warrants, but the title to which has not yet been completed, for various causes.

ELIJAH HAYWARD, *Commissioner.*

GENERAL LAND OFFICE, *October* 25, 1834.

B.

Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line (under the "Act for the relief of certain officers and soldiers of the army and navy, and of the Continental army, during the revolutionary war," and under the subsequent acts containing appropriations of land to the same object,) showing the name of the person who performed the service; rank; number of warrant; amount of acres; acres due on the warrant; number of certificates or scrip of eighty acres each; together with the amount of acres embraced in the fractional certificate issued on each warrant; acres for which scrip has been issued; name of the person or persons to whom it was issued; and the name of the agent to whom the same was delivered.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Samuel Waddy	Sergeant	6,731	200	200	2	40	200	William Nelson, jr.	William Nelson, jr.
William Pound	Private	6,728	50	50	....	50	50	Archibald M. Green, assignee	A. M. Green.
James McFaden	Captain	6,746	4,000	4,000	50	.....	4,000	John McFaden	William Lambert, jr.
Edward Armstrong	Lieutenant	6,743	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Rebecca Armstrong, Sarah Armstrong, Robert Armstrong, Wm. Armstrong, Edw. Armstrong, and Thos. Armstrong	E. B. Armstrong.
Thomas Minor	Captain	6,735	5,334	5,333	66	53 1-3	5,333	Thomas Minor	Archibald M. Green.
Casper Myers	Private	6,506	50	50	....	50	50	Joseph Watson, assignee	Joseph Watson.
John Jordan	Cornet in Lee's legion	6,739	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Sarah Easton	Sarah Easton.
Hugh Davis	Sergeant	6,139	200	200	2	40	200	Thomas J. Hodgson	Thomas I. Hodson.
Philip Slaughter	Captain	6,748	1,000	1,000	12	40	1,000	Philip Slaughter	Philip Slaughter.
Thomas Ray	do	6,160	1,000	125	1	45			
Barnabas Arthur	Lieutenant	5,963	666 2-3	118	1	38			
John Moss	Major	5,545	5,333 1-3	50	....	50	742	Hellen Massie	Matthew Bonner.
William Aylett	Colonel	5,606	1,333 1-3	338	4	18			
Calohill Minis	Captain	5,473	500	111	1	31			
William Collins	Private	6,150	200	200	2	40	200	William Collins	William Collins.
William Price	Lieutenant	6,721	246 1-64	246 1-64	3	6 1-64	246 1-64	James Southgate	James Southgate.
Jesse Brightwell	Private	6,751	100	100	1	20	100	Lucy Powers	Lucy Powers.
William Brightwell	do	6,752	100	100	1	20	100	do	do
David Kirkpatrick	Captain	6,623	2,000	500	6	20	500	Thomas Green, assignee	Thomas Green.
William Johnson	do	2,199	4,666 2-3	570	7	10	570	Allen Latham	Allen Latham.
Cuthbert Harrison	do	6,660	2,000	500	6	20	500	Cadwallader Wallace, assignee	Cadwallader Wallace.
do	do	6,661	2,000	500	6	20	500	do do	do
James Carson	Lieutenant	6,666	2,666 2-3	1,737 2-3	21	57 2-3	1,737 2-3	do do	do
James Raburn	Soldier	2,896	200	200	2	40			
John Overstreet	do	3,890	100	100	1	20			
Robert Dallis	do	3,891	100	100	1	20	500	do do	do
Nathan Preston	do	3,892	100	100	1	20			

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
William Scott	Captain	6,650	1,000	250	3	10	250	Cadwallader Wallace, assignee	Cadwallader Wallace.
Patrick Carnes	do	2,223	4,000	1,000	12	40	1,000	do do	do
William Woolfolk	Cornet	6,473	1,266 2-3	1,233 1-3	15	33 1-3	1,233 1-3	William Woolfolk, Francis Woolfolk, James M. Woolfolk, and Amos Kendall	Amos Kendall.
Alexander Brownlee	Ensign	6,645	2,666 2-3	666 2-3	8	26 2-3	666 2-3	Allen Latham, assignee	Allen Latham.
William Spencer	Lieutenant	6,629	888 8-9	444 8-9	5	44 8-9	444 8-9	do do	do
George Lear	Soldier	3,546	200	90	1	10	90	do do	do
John Meanley	Lieutenant	5,551	1,333 1-3	250 1-3	3	10 1-3	250 1-3	do do	do
John Stevenson	Major	6,440	3,555	95	1	15			
Henry Small	Soldier	2,085	100	100	1	20	395	do do	do
Matthew Cummings	do	6,480	200	200	2	40			
Archibald Alexander	Surgeon	6,627	2,000	1,735	21	55	1,735	do do	do
do	do	6,626	2,000	1,760	22	.....	1,760	do do	do
do	do	6,625	2,000	1,860	23	20	1,860	do do	do
George Hite	Subaltern	2,608	2,666 2-3	495	6	15	495	Palmer H. Winchester, William E. Starr, James W. Stephenson, and Benjamin Stephenson	Henry Starr.
John Mullikin	Private	6,621	100	100	1	20	100	John Mullikin	Henry Asbury.
Joseph Newcomb	do	6,738	66 2-3	66 2-3	....	66 2-3	66 2-3	Henry Cooke	Henry Stanberry.
James Micure	do	6,737	100	100	1	20	100	do	do
James Thompson	Soldier	939	100	100	1	20	100	Allen Latham, assignee	Allen Latham.
Jacob Smock	Sergeant	1,022	200	44	....	44	44	do do	do
Samuel Johnson	Drum major.	6,485	400	100	1	20	100	do do	do
William Sandford	Captain	5,401	746	400	5	.....	400	do do	do
Christopher Daniel	Private	6,528	100	100	1	20	100	do do	do
Allen McLane	Major	6,401	250	250	3	10	250	Louis McLane, assignee	Louis McLane.
do	do	6,405	250	250	3		250	do do	do
do	do	6,407	250	250	3	10	250	do do	do
do	do	6,408	250	250	3	10	250	do do	do
do	do	6,409	250	250	3	10	250	do do	do
do	do	6,410	250	250	3	10	250	do do	do
do	do	6,413	250	250	3	10	250	do do	do
do	do	6,414	250	250	3	10	250	Louis McLane	do
George Bruce	Corporal	2,378	200	200	2	40	200	Henry Asbury	Henry Asbury.
Allen McLane	Major	6,416	33 1-3	333 1-3	4	13 1-3	333 1-3	Dr. Allen McLane	Allen Latham.

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Allen McLane.....	Major	6,419	1,777 1-3	1,777 1-3	22	17 1-3	1,777 1-3	Dr. Allen McLane	Allen Latham.
Richard Stevens	Captain.....	6,679	307 60-100	307 60-100	3	67 60-100	307 60-100	Allen Latham	do
do	do	6,672	307 60-100	307 60-100	3	67 60-100	307 60-100	do	do
do	do	6,673	307 60-100	307 60-100	3	67 60-100	307 60-100	do	do
do	do	6,680	307 60-100	307 60-100	3	67 60-100	307 60-100	do	do
do	do	6,674	307 60-100	307 60-100	3	67 60-100	307 60-100	do	do
Charles Snead	do	6,545	4,666 2-3	778	9	58	778	Cadwallader Wallace.....	Cadwallader Wallace.
John Cooke	Private	6,565	100	100	1	20	100	James Cook, assignee	Suspended.
Abraham Nettles	do	4,786	100	100	1	20	100	William Price, assignee	do
Nathaniel Morris	do	4,767	200	200	2	40	200	do do	do
Solomon Woolford....	do	4,788	100	100	1	20	100	do do	do
Samuel I. Cabell	Lieutenant colonel.	1,177	1,000	1,000	12	40	1,000	Samuel I. Cabell, Patrick H. Cabell, George W. Cabell, Emeline Scruggs, Peggy Higginbothom, and Martha Green, Sarah V. Green, Lucy Ann Green, Henry Cartwright, Sarah Whitlock	Allen Latham.
Peter Faulkner.....	Sergeant.....	6,552	400	400	5	.....	400	Rachel Faulkner, James Faulkner, Peter Faulkner, Sally Ann McCoy, Daniel Faulkner, John Faulkner, Robert S. Faulkner, Margaret Dorr, and Morgan Faulkner	Dr. James Laurie.
Richard Basye	Private	6,631	100	100	1	20	100	Richard Basye	H. Asbury, (suspended.)
Henry Brock.....	Quartermaster sgt.	6,709	200	200	2	40	200	Henry Brock	do
Jonathan Smith	Lieutenant	6,730	889 1-2	539 1-2	6	59 1-2	589 1-2	Jonathan Smith	Allen Trimble.
Robert Forsyth.....	Captain.....	7,126	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John Forsyth.....	John Forsyth.
Thomas Armistead...	do	52	2,250	2,250	28	10	2,250	Catharine Pierce.....	Catharine Pierce.
William Hebb.....	Private	6,595	100	100	1	20	100	William Hebb.....	E. C. Wilson.
Obadiah Woodson....	Lieutenant	6,700	222	222	2	62	222	David W. Carson, assignee.....	David W. Carson.
William Scantling ...	Sergeant	4,510	200	200	2	40	200	Cadwallader Wallace, assignee	Cadwallader Wallace.
Stephen Lewis.....	Lieutenant	2,898	2,666 2-3	509 2-3	6	29 2-3	509 2-3	do do	do
John Duncan	Soldier	4,441	100	100	1	20	100	do do	do
James Hook.....	Captain.....	6,608	200	200	2	40	200	do do	do
do	do	6,609	200	200	2	40	200	do do	do
do	do	6,610	200	200	2	40	200	do do	do
do	do	6,611	200	200	2	40	200	do do	do
do	do	6,612	200	200	2	40	200	do do	do
do	do	6,613	200	200	2	40	200	do do	do
do	do	6,614	200	200	2	40	200	do do	do

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
James Hook	Captain	6,615	200	200	2	40	200	Cadwallader Wallace, assignee	Cadwallader Wallace.
do	do	6,616	200	200	2	40	200	do do	do
do	do	6,617	200	200	2	40	200	do do	do
Richard Stevens	do	6,675	307	307	3	67	307	do do	do
Thomas Wilkinson	Private	6,753	100	100	1	20	100	Thomas Wilkinson	Mark Alexander.
John Masters	do	6,749	200	200	2	40	200	John Masters	Suspended.
James Hook	Captain	6,606	200	200	2	40	200	James Hook, jr	Enos Hook.
do	do	6,602	200	200	2	40	200	do	do
do	do	6,604	200	200	2	40	200	do	do
do	do	6,605	200	200	2	40	200	do	do
do	do	6,607	200	200	2	40	200	do	do
Edline Willoughby	Private	6,731	100	100	1	20	100	Matthew St. C. Clarke	Matthew St. C. Clarke.
John Laine	do	6,043	100	100	1	20	100	Cadwallader Wallace	Cadwallader Wallace.
James Holloway	Lieutenant	6,816	448	448	5	48	448	Martha Clarke, William Holloway, James Holloway, Elizabeth Holloway, and Jane Holloway	do
do	do	6,817	448	448	5	48	448	Mary Crutcher	Samuel Holloway.
do	do	6,818	448	448	5	48	448	Julia Rucher	do
do	do	6,819	448	448	5	48	448	John Holloway	do
do	do	6,822	448	448	5	48	448	Samuel Holloway	do
do	do	6,820	448	448	5	48	448	Patsey Flournoy	do
do	do	6,821	448	448	5	48	448	Spencer Holloway	do
William Gunyon	Private	6,135	100	100	1	20	100	Cadwallader Wallace	Cadwallader Wallace.
Richard Stevens	Captain	148	1,093 45-100	1,093 45-100	13	53 45-100	1,093 45-100	Lucy Stevens, Robert C. Stevens, Judith Cimbrew, Richard Stevens, Hiram Stevens, Horace Stevens, and Lewis B. Stevens, and Robert and Julia Ann Winston	Lewis B. Stevens.
John Thomas	do	6,755	4,000	4,000	50	.....	4,000	John Thomas	Henry Stanberry.
George Jordon	Sergeant	6,622	100	100	1	20	100	George Jordan	Col. R. M. Johnson.
do	do	6,663	100	100	1	20	100	do	do
Joseph Varner	Private	6,888	100	200	2	40	200	Joseph Varner	Nathaniel Claiborne.
Sterling Cooper	do	7,119	50	50	....	50	50	Joseph Startling	do
do	do	7,120	50	50	....	50	50	do	do
William Brady	Chaplain	7,118	4,000	4,000	50	.....	4,000	James and Davis Clemson	Charles J. Faulkner.
Christopher Brady	Lieutenant	7,119	2,666 2-3	2,666 2-3	33	26 1-3	2,666 2-3	do	do
John Roberts	Major	7,112	5,333 1-3	5,333 1-3	66	53 1-3	5,333 1-3	John Roberts	John S. Barbour.
Phileman Griffith	Captain	7,000	2,000	2,000	25	.....	2,000	Phileman Griffeth	William Lambert.

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Phileman Griffeth ...	Captain.....	7,001	2,000	2,000	25	.....	2,000	Phileman Griffeth.....	William Lambert.
Benjamin Pollard	do	6,763	1,000	1,000	12	40	1,000	Margaret and Benjamin Pollard	Thomas Green.
do	do	6,762	1,000	1,000	12	40	1,000	do do	do
do	do	6,764	1,000	1,000	12	40	1,000	do do	do
do	do	6,765	1,000	1,000	12	40	1,000	do do	do
John Lewis	do	7,025	4,495	4,495	56	15	4,495	James L. Woodville, and Mary, his wife, John H. and Ann M. Peyton, John and Margaret L. Cockran, William S. Lewis, Sarah E., John B., Thomas and Polly Dozer Lewis	John H. Peyton.
do	do	7,026	112 1-5	112 1-5	1	32 1-5	112 1-5	Mary P. Pleasants	Thomas Green.
Reuben George.....	Private	7,116	100	100	1	20	100	Reuben George	William McCoy.
Rawleigh C. Christian	do	6,848	200	200	2	40	200	Catharine C. Rice, Elizabeth Booth, William Christian, and Ann R. Armstrong.....	Hon. J. W. Chinn.
John Lewis	Captain.....	7,125	449 6-9	449 6-9	5	49 6-9	449 6-9	Frank Stanley, Sarah O. Stanley, Henry Massie, jr., Eugenia Massie, and Thomas Massie.....	John H. Peyton.
James Craik	Surgeon.....	7,127	3,000	3,000	37	40	3,000	James Craik, (devisee).....	William Lambert.
do	do	7,128	1,000	1,000	12	40	1,000	do do	do
do	do	7,130	1,000	1,000	12	40	1,000	do do	do
do	do	7,129	1,000	1,000	12	40	1,007	do do	do
David Wilson.....	Corporal	6,632	400	400	5	.....	400	John Vawter	Hon. Wm. Hendricks.
Richard C. Taylor ...	Private	6,725	100	100	1	20	100	Richard C. Taylor	A. H. Shepherd.
William Blackwell...	Captain.....	6,972	4,000	4,000	50	.....	4,000	Elizabeth Scott.....	Philo Hale.
John Gudrum	Private	6,850	100	100	1	20	100	John Gudrum	John Y. Mayson.
Robert Mabry.....	Lieutenant	6,985	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	George Mason	do
James Mason.....	Captain.....	7,187	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Edmund Mason.....	do
do	do	7,188	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	George Mason.	do
do	do	7,189	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Jane Mason.	do
Nathaniel Wilkins...	Lieutenant	38	444 1-3	444 1-3	5	44 1-3	444 1-3	Catharine Wilkins	P. P. Mayo.
do ...	do	39	222 1-3	222 1-3	2	62 1-3	222 1-3	Margaret S. Wilkins.....	do
do ...	do	40	444 1-3	444 1-3	5	44 1-3	444 1-3	Thomas K. Floyd, Samuel L. Floyd, Eliza A. Floyd, and T. L. Kendall	do
Obadiah Woodson....	do	6,692	222	222	2	62	222	John Hampton, and Judith, his wife.....	John Hampton.
do	do	6,694	224 2-3	224 2-3	2	64 2-3	222 2-3	David Woodson Carson, assignee.....	David Woodson Carson.
do	do	6,699	222	222	2	62	222	do do	do
do	do	6,698	222	222	2	62	222	do do	do

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Obediah Woodson....	Lieutenant.....	6,701	222	222	2	62	222	David Woodson Carson, assignee.....	David Woodson Carson.
do	do	6,702	222	222	2	62	222	do do	do
do	do	6,703	222	222	2	62	222	William G. Woodson do	William G. Woodson.
James Bullifant.....	Soldier	6,912	100	100	1	20	100	James Bullifant.....	Hon. John Tyler.
Alexander Keith	Lieutenant	6,979	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Kitty Bradford, Charles F. Keith, Isham Keith, and Maria G. Nash	Hon. James Standifer.
Thomas Bass	Soldier.....	7,027	100	100	1	20	100	Francis Bass, Drury Bass, and R. Birdsong.....	Mark Alexander.
James Grinstead.....	Private	7,141	100	100	1	20	100	James and William Grimstead	Hon. C. Tompkins.
Thomas Bullett.....	Colonel	7,153	555	555	6	75	555	Ellen Ernest	Hon. William Wilkins.
do	do	7,152	555 1-2	555 1-2	6	75 1-2	555 1-2	Sophia W. Guathmey	George C. Guathmey.
do	do	7,154	1,481 1-3	1,481 1-3	18	41 1-3	1,481 1-3	Ann Huie, Helen J. King, Ann E. W. King, Luby F. King, and R. W. King	John King.
Robert Layton	Captain.....	7,121	4,000	4,000	50	.....	4,000	Robert Layton.....	Philo Hale.
Nathaniel Wilkins...	Lieutenant	35	444 1-3	444 1-3	5	44 1-3	444 1-3	Mary Ann Stratton, Susan Gordon, Sarah Stratton, Eliza and Louisiana Waddy.....	Vespasian Ellis.
do ...	do	36	444 1-3	444 1-3	5	44 1-3	444 1-3	Juliet Mason and Anna Ward	do
do ...	do	37	444 1-2	444 1-3	5	44 1-3	444 1-3	John W. Hall, Robert Hall, William Hall, and Eliza Hall.	do
Peter Foster	do	7,144	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Peter Foster.....	Philo Hale.
Harry Terrell	Major	6,100	444 2-3	444 2-3	5	44 2-3	444 2-3	Edward G. Terrell	Hon. W. R. King.
Thomas Bullitt	Colonel	7,186	740 2-3	740 2-3	9	20 2-3	740 2-3	James B. Huie	John King.
Nehemiah Walker...	Private	7,197	100	100	1	20	100	S. W. East, Severn East, and Mary Blaxom.....	P. P. Mayo.
John Clarke.....	Lieutenant	52	666 2-3	666 2-3	8	26 2-3	666 2-3	Francis Clark, jr.....	Jno. W. Nash and William S. Scott.
do	do	53	666 2-3	666 2-3	8	16 2-3	666 2-3	Sally Mumford	
do	do	54	666 2-3	666 2-3	8	26 2-3	666 2-3	Patsey Clarke.....	
do	do	55	666 2-3	666 2-3	8	26 2-3	666 2-3	Eliza Clarke.....	
Hezekiah Robinson ..	Private	6,759	100	100	1	20	100	John Robinson	do
Henry Lipford.....	do	6,757	100	100	1	20	100	Henry Lipford.....	do
Rice Ennis.....	do	6,807	100	100	1	20	100	Frances Ennes, Elizabeth Cosby, John Ennis, and Alexander T. Boatwright.....	do
Jesse Parker	do	6,756	100	100	1	20	100	Jesse Parker	do
Erasmus Oakley.....	Sergeant	6,760	200	200	2	40	200	Rhoda Oakley, John Oakley, Thomas Oakley, Martha Alderson, Mary A. Crews, John Tyree, Emily Tyree, Martha Tyree, and Catharine Miles	John W Nash.
Charles Mosby	Private.....	7,028	100	100	1	20	100	Susanna Mosby, Clarrissa Mosby, Susanna Allan.....	do
John Fisher	Ensign	7,230	266 2-3	266 2-3	3	26 2-3	266 2-3	Edwin Fisher	Joseph Segar.

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
John Fisher	Ensign	7,229	266 2-3	266 2-3	3	26 2-3	266 2-3	Myers W. Fisher	Joseph Segar.
do	do	7,228	266 2-3	266 2-3	3	26 2-3	266 2-3	Margaret Susan Fisher	do
do	do	7,227	266 2-3	266 2-3	3	26 2-3	266 2-3	Susan Hopkins	do
do	do	7,226	266 2-3	266 2-3	3	6 -	266 2-3	John Fisher	do
do	do	7,225	555 5-9	555 5-9	6	75 5-9	555 5-9	Thomas Fisher	do
do	do	7,224	444 4-9	444 4-9	5	44 4-9	444 4-9	Sally Nelson	do
do	do	7,223	333 1-3	333 1-3	4	13 1-3	333 1-3	William Nottingham	do
William Dennis	Private	7,011	200	200	2	40	200	William Dennis	Philo Hale.
Robert Watkins	Ensign	7,236	888 8-9	888 8-9	11	8 8-9	888 8-9	Howard Watkins	Thomas Green.
do	do	7,234	888 8-9	888 8-9	11	8 8-9	888 8-9	Ann Hope	do
do	do	7,235	888 8-9	888 8-9	11	8 8-9	888 8-9	Mary Thomas	do
John Washington	Captain	7,237	2,000	2,000	25	.....	2,000	Lund Washington	Lund Washington.
George Hood	Private	6,734	200	200	2	40	200	Allen Latham	Allen Latham.
John Washington	Captain	7,238	666 2-3	666 2-3	8	26 2-3	666 2-3	Robert T. Thompson	William S. Nicholls.
Richard Shackleford	Private	7,136	100	100	1	20	100	Richard Shackleford	R. Shackleford.
William Massie	Fife major	7,219	400	400	5	.....	400	Sally Tull, Henrietta Brittingham, John Massie, and Elizabeth Massie	Vespasian Ellis.
John Belvin	Private	7,237	100	100	1	20	100	Meade Belvin	Meade Belvin.
John Washington	Captain	7,240	666 2-3	666 2-3	8	26 2-3	666 2-3	Elizabeth Lund Thompson	W. S. Nicholls.
do	do	7,239	666 2-3	66 2-	8	26 2-3	666 2-3	Catharine F. Thompson	do
William P. Hamlet	Private	7,158	200	200	2	40	200	William P. Hamlet	Mark Alexander.
Thorton Meade	do	7,155	100	100	1	20	100	Thornton Meade	William S. Scott.
Thomas Bullett	Colonel	7,241	370 1-3	370 1-3	4	50 1-3	370 1-3	William C. Raines	Bernard Hooe.
Reuben Griffis	Corporal	7,248	200	200	2	40	200	Reuben Griffis	Benjamin F. Michie.
Joseph Spencer	Captain	6,569	1,000	950	11	70	950	Samuel Winston	Samuel Winston.
Wm. Hogan	Private	7,137	200	200	2	40	200	Mary, Elizabeth, and Frances Hogan	William S. Scott.
Wm. Johnson	Corporal	6,801	200	200	2	40	200	William Johnson	T. W. Johnson.
Samuel Bell	Captain	7,250	666 2-3	666 2-3	8	26 2-3	666 2-3	Joseph and Sarah Bell	Willis Faucett.
John Taylor	Private	7,253	200	200	2	40	200	James Taylor	Vespasian Ellis.
Anderson Brightwell	do	6,511	200	200	2	40	200	Thomas Graham	Thomas Graham.
James Hooper	do	6,727	200	200	2	40	200	Levi Barber	Levi Barber.
Samuel Mosby	Sergeant	63	200	200	2	40	200	Charles W. Mosby, Clarissa Mosby, Susanna Allan	William S. Scott.
Robert Mosby	Lieutenant	58	1,732 2-3	1,732 2-3	21	52 2-3	1,732 2-3	do do do	do
do	do	59	934	934	11	54	934	do do do	do

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Thomas Warman	Captain.....	7,256	777 7-9	777 7-9	9	57 7-9	7,777 7-9	Thomas F. W. Vincent, Elizabeth Belt, Matilda Shirley, Ann McCormick, and Harriet Wallace	A. M. Green.
Joseph Mitchell	do	6,752	144	144	1	64	144	Charles S. and Rebecca Bibb.....	Nathaniel Sawyer.
Charles Morgan	Ensign	65	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	William Morgan	James P. Drake.
Reaps Mitchell	Sergeant	6,338	466 2-3	466 2-3	5	66 2-3	466 2-3	Benjamin Turner, (executor)	Gabriel Moore.
Richard Doggett.....	Captain.....	Ex. 64	4,000	4,000	50	.....	4,000	Thomas Doggett	Willis Morgan.
Wm. Knight	Private	6,999	100	100	1	20	100	William Knight.....	G. W. Minor.
Robert Belvin	do	7,265	100	100	1	20	100	Martha Wright, Robert Belvin, John Belvin, James Belvin, James Dianna, William and Mahala Stroud, Mary, William, and Elizabeth Belvin.....	John M. Gregory.
William Belvin.....	do	7,267	100	100	1	20	100	Martha Wright, Robert Belvin, John Belvin, James Belvin, James Dianna, William and Mahala Stroud, and Mary, William, and Elizabeth Belvin.....	do
Thomas Belvin	do	7,266	100	100	1	20	100	Martha Wright, Robert, John, and James Belvin, James Dianna, William and Mahala Stroud, Mary, William, Thomas and Elizabeth Belvin	do
Peter Jacquett	Captain.....	7,273	4,000	4,000	50	.....	4,000	Peter Jacquett	William Lambert.
Caleb P. Bennett....	Lieutenant	7,276	2,666 2-3	2,666 2-3	33	26 2-3	2,666	Caleb P. Bennett	do
James Hook.....	Captain.....	6,596	200	500	6	20	500	Stephen Hook	T. M. T. McKennon.
do	do	6,597	200	500	6	20	500	do	do
do	do	6,598	200	500	6	20	500	do	do
John Waide.....	Corporal	6,644	200	200	2	40	200	Ann Waide, Peggy Waide, Alice Drummond, Susan A. Fennis, James Waide, Sarah H. Waide, and Delia Ann Clayton.....	Matthew St. C. Clarke.
Alexander Garden ...	Lieutenant	7,298	2,666 2-3	700	8	60	700	Allester Garden.....	Joseph Watson.
do ...	do	7,298	2,666 2-3	1,966 2-3	24	46 2-3	1,966 2-3	do	do
Thomas Bullett.....	Colonel	78	370 3-4	370 3-4	4	50 3-4	370 3-4	Helen M. Barnes	William C. Barnes.
do	do	79	370 3-4	370 3-4	4	50 3-4	370 3-4	Thomas B. Barnes.....	do
do	do	80	370 2-3	370 2-3	4	50 2-3	370 2-3	Catharine A. Thomas.....	Addison N. Thomas.
do	do	81	370 2-3	370 2-3	4	50 2-3	370 2-3	Elizabeth L. Thomas	do
do	do	82	370 2-3	370 2-3	4	50 1-3	370 3-4	Alexander B. Barnes.....	William C. Barnes.
Peter Goffinger	Pilot	7,217	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Milly Spady.....	Henry Stanberry.
do	do	7,218	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	Emeline Jones.....	Joseph Segar.
Robert H. Saunders..	Lieutenant	7,268	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	R. H. Saunders.....	Thomas Keeran.

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Littleberry Mason ...	Paymaster	7,277	4,000	4,000	50	.....	4,000	Henry Mason, William B. Mason, Nathaniel Mason, Mary Spencer, Mary Louisa, and Eliza Jane Mason.	Joseph Segar.
Nathan Wren	Ensign	7,302	888 8-9	888 8-9	11	8 8-9	888 8-9	Molly Weathers	do
do	do	7,303	740 20-27	740 20-27	9	20 20-27	740 20-27	Isaac Bendall, Jesse Bendall, Barbara Jones, Judith Adams, and Sally Anderson	do
do	do	7,304	148 4-27	148 4-27	1	68 4-27	148 4-27	Polly and Lucy Zilles	do
do	do	7,305	444 4-9	444 4-9	5	44 4-9	444 4-9	Madison, Minerva, and Benjamin Green	do
do	do	7,306	449 4-9	449 4-9	5	49 4-9	449 4-9	Edwin Adams, James Adams, William Adams, Susanna Adams, Albert Adams, and Benjamin Adams	do
John Taylor	Lieutenant	7,283	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John M. Taylor (in trust)	J. C. Taylor.
Minson Proby	Sergeant	7,281	200	200	2	40	200	George T. Massenburg	Joseph Segar.
John King	Soldier	3,387	200	200	2	40	200	Elias Barbee	Hon. N. Gaither.
Richard Stevens.....	Captain.....	148	1,093 45-100	1,093 45-100	13	53 45-100	1,093 45-100	Lucy Stevens, Robert C. Stevens, Judith Cimbrew, Richard, Hiram, Horace and Lewis B. Stevens, and Robert and Julia Ann Winston.....	Lewis B. Stevens.
William Cherry.....	do	158	333 1-3	333 1-3	4	13 1-3	333 1-3	William Cherry	Suspended (in the office.)
do	do	159	666 2-3	666 2-3	8	26 2-3	666 2-3	William and John Cherry	Charles James Faulkner.
James Hook.....	do	6,598	200	500	6	20	500	Daniel Hook	Hon. T. M. T. McKennon.
do	do	6,601	200	500	6	20	500	do	do
do	do	6,603	200	500	6	20	500	do	do
George Johnson	Private	6,359	100	100	1	20	100	Enoch Hartsook	Hon. Mr. Lucas.
Daniel Miller*	do	6,682	100	100	1	20	100	Daniel Miller	John Floyd.
William Eppes*	Lieutenant	1,475	4,000	4,000	50	.....	4,000	John S. and Robert F. Eppes, and Mary P. Bland	Thomas Green.
James McDorman....	Soldier	7,283	200	200	2	40	200	Elizabeth Harrison	Philo Hale.
Samuel Walker.....	Captain.....	7,282	4,000	4,000	50	.....	4,000	Jane P. McKaney, John M. and J. H. Walker	E. P. Thomas.
Thomas Doggett.....	Private	7,284	100	100	1	20	100	Thomas Doggett	Willis Morgan.
Thomas Davis	Ensign	7,279	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Thomas Davis and John Davis	Hon. J. Y. Mayson.
William Teas.....	Cornet	7,289	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Eleanor Penon	Philo Hale.
James Franklin	Captain.....	7,290	3,750	3,750	46	70	3,750	Ann C. Davis, Sarah W. Davis, and Elizabeth H. Franklin	do
do	do	7,291	250	250	3	10	250	Nancy Franklin	do
William Cruckerman.	Private	6,055	100	100	1	20	100	E. P. Kendrick.....	E. P. Kendrick.
Henry Macon	Ensign	7,289	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Ann Maria, John H. Mungo, R. & Eleanor Macon, Elizabeth B. Reynolds, T. D. & T. Macon, William and Ann M. Frank, and Jane Rodman	John Metcalf.
John Nelson.....	Private	6,112	100	100	1	20	100	Rodman Foster, assignee	James Foster.

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John Hart	Private	7,301	100	100	1	20	100	Leonard Hart	A. N. Thomas.
Major Topping	do	7,298	200	200	2	40	200	Sally Topping	Vespasian Ellis.
Jacob Chance	do	7,293	100	100	1	20	100	Tinney Bell, Sally Scott, Nancy Harrison, Susan Harrison, John Moore, Nancy Harmond, William Chance, Elijah Chance, John Chance, Thomas Chance, and Margaret Chance	do
Alexander Harrison	do	7,299	200	200	2	40	200	Charles Booth, S. Searburg, Nelson and T. Snead	do
George Coloney	do	7,297	200	200	2	40	200	James Coloney, Samuel and Polly Hickman	do
Jacob Keslow	do	7,296	100	100	1	20	100	Margaret Chum	do
Samuel Owens	do	7,295	200	200	2	40	200	Jesse, Mary, Sally, Elizabeth, Micah, Ann and Margaret Wilkinson	do
John Clark	Cornet	7,309	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John Clarke	Robert Hord.
John Reins	Private	6,600	100	100	1	20	100	Nicholas McCarty	Nicholas McCarty.
Charles Cameron	Lieutenant	7,310	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Andrew W. Cameron	A. Buckingham & Co.
Andrew Leitch	Private	6,914	100	100	1	20	100	Elizabeth Craig, Nancy Leitch, Sarah Stanley, Mary Balinda Leitch, Algeliza Leitch, and Emeline Virginia Leitch	Delivered to claimants.
William Powell	Lieutenant	7,322	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	William Powell, Nathaniel R. Powell, Lucas Powell, and Courtney Powell	Philo Hale.
Thomas McReynolds	do	7,330	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	John D. McReynolds	C. S. Morgan.
Isaac Sterling	Private	7,337	100	100	1	20	100	Elizabeth Rayfield and Sally Mahollerns	Vespasian Ellis.
William Coloney	do	7,339	200	200	2	40	200	James Coloney, Samuel and Polly Hickman	do
John Sutton	Captain	7,328	4,000	4,000	50	.....	4,000	John Sutton	Thomas Green.
William Bennett	Private	7,343	200	200	2	40	200	Peggy Elliott and Sinah Bennett	Vespasian Ellis.
Benjamin Harrison	Paymaster general	7,340	6,666 2-3	6,666 2-3	83	26 2-3	6,666 2-3	Benjamin Harrison	Philo Hale.
John Joynes	Sergeant	7,344	400	400	5	.....	400	William Jaynes and Edward Collins	Vespasian Ellis.
Jacob Rodgers	Private	7,342	200	200	2	40	200	Nancy Richardson	J. S. Barbour.
Griffeth Dickerson, sr.	Corporal	7,304	200	200	2	40	200	Griffeth Dickerson, jr	Hon. Wm. Davenport.
William Bauswell	Private	6,683	100	100	1	20	100	John Mauks, assignee	Suspended, (in the office.)
James Oast	do	7,147	100	100	1	20	100	James Oast	Philo Hale.
Elisha White	Captain	7,346	4,000	4,000	50	.....	4,000	Susan Cornick	J. W. Murdaugh.
John Chaves	Private	6,300	200	200	2	40	200	John, Charles and Randolph Chaves	Vespasian Ellis.
Richard Carney	Lieutenant	7,353	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Charlotte Worthington, Mary L. Gardner, Eliza N. Neblett, Christopher W. Carney, James W. Carney, Edward L. Carney, and Stephen W. Carney	Thomas Green.

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of eighty acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
Daniel Edmonds	Soldier	7,331	200	200	2	40	200	Daniel Edmunds.....	Philo Hale.
Daniel Haley.....	Private	7,361	200	200	2	40	200	David Haley, Joseph Haley, Anthony Haley, Abner Haley, and Phebe Haley	do
William Eskridge....	Lieutenant	295	1,000	1,000	12	40	1,000	William D. Young, Mary C. Young, M. Martin, Jas. Martin, America Martin, Anthony Jackson Bartlett, James S. Jackson, Lucy E. Jackson, J. H. Jackson, Richard G. Jackson, Alice M. Ashmon, John Ashmon, David Nelson Ashmon, Cordelia Jackson	
Edward Richards	Soldier	7,290	200	200	2	40	200	Edward Richards.....	William Kinney.
Norment Harvey	Private	6,913	100	100	1	20	100	Norment Harvey.....	R. Hord.
Elijah Boston	Soldier	7,358	50	50	....	50	50	Martha Henderson.....	A. Buckingham & Co.
do	do	7,359	50	50	....	50	50	Mary Jackson.....	do
do	do	7,360	50	50	....	50	50	Nancy Taylor	do
do	do	7,361	50	50	....	50	50	Sally Taylor	do
Abram Cole.....	Captain.....	7,363	4,000	4,000	50	.....	4,000	Esther Mahan, Charlotte Jones, Christian Dukes, Dumpsey Byrd, Benton Byrd, Abraham Byrd, Herman Savage, Margaret Harrell, and Esther Harrell.....	Richard D. Webb.
Nathaniel Welch	do	135	888 2-3	888 2-3	11	8 2-3	888 2-3	Oliver and N. J. Welch and Melinda Mallory.....	N. J. Welch.
Reuben Chapman....	do	142	444 4-9	444 4-9	5	44 4-9	444 4-9	Nancy Hillyard, Maria Hillyard, Moses Hillyard, Matilda Hillyard, James Hillyard, Joseph Hillyard, and Reuben Hillyard	Robert Hord.
do	do	143	2,222 2-9	2,222 2-9	27	62 2-9	2,222 2-9	Robert Chapman, Alexander Chapman, Matilda Faulkner, Sophia Craxton, and Margaret Pemberton.....	Thomas Green.
do	do	144	888 8-9	888 8-9	11	8 8-9	888 8-9	Samuel and Reuben Chapman.....	Thomas Keeran.
Charles Lewis	Colonel	145	666 2-3	666 2-3	8	26 2-3	666 2-3	Howell Lewis.....	Archibald M. Green.
George Walker	Matross.....	147	100	100	1	20	100	Winder Walker, L. Webb, Ahira Sebrill, and Dandridge Davis.....	Thomas H. Harvey.
John Thornton	Lieutenant colonel	146	6,000	6,000	75	.....	6,000	Isaac Winston, Mary F. Thornton, Matilda A. S. Thornton, Elizabeth Thornton, Alfred A. Thornton, Caroline H. Thornton, George W. Thornton, Isaac H. Thornton, and Jane W. Thornton	Winston & Walden.
William Gregory	Captain.....	149	1,333 1-3	1,333 1-3	16	53 1-3	1,333 1-3	John M. Gregory, Wm. R. Gregory, and Letitia P. Ware..	Philo Hale.
Thomas Walker.....	do	7,363	4,000	4,000	50	.....	4,000	John Walker, Henry B. Walker, Sarah Cappes, H. B. C. Walker, and James Walker.....	Henry L. Brooke.
Clement Skerrett	Lieutenant	151	2,666 2-3	2,666 2-3	33	26 2-3	2,666 2-3	Harriet Bennet and Eliza Griffeth	William Lambert.

B.—*Statement exhibiting the amount of military land scrip issued to the officers and soldiers of the Virginia Continental line*—Continued.

Name of the person who performed the service.	Rank—Continental.	No. of warrant.	Amount of acres.	Acres due on the warrant.	No. of certificates of 80 acres each.	Amount of acres in the fractional certificate.	Acres for which scrip has been issued.	Name of the person or persons to whom the scrip was issued.	Name of the agent to whom the scrip was delivered.
William Berry	Qr.-master serg't .	169	200	200	2	40	200	William and Elizabeth Berry, Washington Benjamin, Ann, Imogene, and Eleanor Berry.....	R. Wallace.
Nathaniel Wilkins ...	Lieutenant	7,364	66 2-3	66 2-3	....	66 2-3	66 2-3	George F. Wilkins.....	A. P. Upshaw, suspended.
do ...	do	7,365	66 2-3	66 2-3	....	66 2-3	66 2-3	Catharine Wilkins.....	do
do ...	do	7,366	66 2-3	66 2-3	....	66 2-3	66 2-3	Margaret S. Wilkins.....	do
do ...	do	7,367	66 2-3	66 2-3	....	66 2-3	66 2-3	Susan, Ann and Thomas L. Kendall.....	do
do ...	do	7,368	66 2-3	66 2-3	....	66 2-3	66 2-3	Thomas K., Samuel L. and Elizabeth A. Hoy	do
Alex. Scott	Private	7,369	200	200	2	40	200	Alexander Scott	T. P. Thompson.
Provost Nelson	Soldier	7,379	200	200	2	40	200	Sally Gunnison and L. Beall	Vespasian Ellis.
David Ashley	Soldier	7,380	200	200	2	40	200	William Means.....	do
Samuel Gay.....	Surgeon.....	162	1,500	1,500	18	60	1,500	Peter Gay.....	Charles J. Faulkner.
do	do	161	2,000	2,000	25	.....	2,000	Catharine Dunavan	Peter Gay.
do	do	163	500	500	6	20	500	Peter Gay.....	do
do	do	160	2,000	2,000	25	.....	2,000	Samuel Gay.....	do
James Upshaw*	Captain, revenue..	3,276	4,000	4,000	50	.....	4,000	James W. Upshaw, Maria Hawkins, L. Upshaw, Harriet Cockerill, Eliza J. Harwood, Martha F. Edwards, Sarah Massie, Mason T. B. Upshaw, and Arthur M. M. Upshaw	
Thomas Carr	Private	5,928	66 2-3	66 2-3	....	66 2-3	66 2-3	Elisha Long, assignee	Suspended.
James Holloway.....	Lieutenant	7,314	81	81	1	1	81	Mary Crutcher, Julia Rucher, Martha Clark, Wm. Holloway, James Holloway, Elizabeth Holloway, Jane Holloway, Patsey Flourney, Spencer Holloway, and Samuel Holloway	Hon. B. Peyton.
Robert Kirkwood	Captain.....	70	2,000	2,000	25	.....	2,000	Joseph Kirkwood	Samuel Holloway.
do	do	71	2,000	2,000	25	.....	2,000	Mary K. Bowyer.....	Joseph Kirkwood.
William Pound	Private	6,728	50	50	....	50	50	Reuben Pound.....	J. M. Clayton.
Joseph Payne	Lieutenant	1,656	666 2-3	666 2-3	8	26 2-3	666 2-3	George V. C. Payne, Richard Cornelius, and Joseph Payne, Elizabeth Armstrong, Lavinia Howell, Robert Payne, Nancy Johnson, Mahala D. P. Williams, Matilda D. Williams, Martha B. Williams, Marcus Williams, R. P. Williams, O. S. Williams, M. P. Williams	J. M. Patton.
Reuben Chapman....	Captain.....	4,144	444 4-9	444 4-9	5	44 4-9	444 4-9	Ann M. Keese.....	Suspended.
Zachariah Cook	Soldier	170	100	100	1	20	100	Zachariah Cook.....	do
Grand total			312,746 35-100	271,318 51-000	3,258	10,678 51-000	271,318 51-100		
Recapitulation of scrip issued on copies, or duplicate warrants, as designated by asterisks (*) in the foregoing statement			8,100	8,100	101	20	8,100		

GENERAL LAND OFFICE, *November* 15, 1834.

ELIJAH HAYWARD, *Commissioner.*

REMARKS.

There was appropriated by the act of 30th May, 1830, for the Virginia State and Continental line 310,000 acres, viz:

For the Continental line		50,000
For the State line, including the navy		260,000
The act of 13th July, 1832, appropriated for both establishments		300,000
The act of 2d March, 1833, appropriated for the same		200,000
Total appropriation		810,000
Agreeably to the foregoing statement B, scrip has been issued on warrants for the Continental line	271,318 51-100	
Agreeably to statement A, for the State line and navy	525,502 61-100	
		796,821 12-100
Balance		13,178 88-100

This balance is covered by warrants, but the title has not yet been completed for various causes.

ELIJAH HAYWARD, *Commissioner.*

GENERAL LAND OFFICE, *November* 15, 1834.

C.

Statement showing the number of the warrants surrendered for the issue of scrip (in anticipation of an appropriation) for military services performed in the Virginia line and navy, and the Virginia Continental line; the quantity of land in each; to whom issued; the rank of the officer or soldier; the line in which he served, and the name of the person who surrendered the warrant.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
6,712	100	Daniel Tyler	Private			Allen Latham.
4,202	100	Joseph Selman		Soldier		J. H. Causten.
7,387	100	Charles Bullifant	Soldier			J. Dandrige for A. Christian.
7,388	100	Francis Bullifant, heir of	do			
7,389	100	Benjamin Warburton	do			
7,390	100	David Creighon, heirs of	do			
10,311	100	William Jones, heirs of			Seaman	John Metcalf.
7,391	200	James Nickers	Private			do
4,340	100	John Lamkin		Soldier		William H. Todd.
3,577*	100	Mathias Maughan		do		Philip Sale.
7,397	2,000	Richard Booker, heirs of		Captain		Richard Booker.
2,301	100	Thomas Vaughan		Soldier		William H. Todd.
7,142	3,000	Mark Thomas, heirs of		Captain		Benjamin Jonhson.
153	125					
154	125					
155	125					
156	125					
157	125					
158	125					
159	125					
160	125					
7,392	200	Robert Milner, heirs of	Private			Thomas Williams.
5,472	500	John Jordan	Captain			T. W. Gilmer.
7,399	888	John Cannon, heirs of	Lieutenant			Hon. Nath'l Claiborne.
7,400*	888					
7,401	888					
6,589	100	Edward Baber		Private		do
7,407	100	John Canaday			Seaman	A. M. Green.
7,406	6,666 2/3	Chas. M. Thruston, heirs of	Colonel			J. Thruston.
420	400	John Love		Sergeant		William H. Todd.
3,366	100	Edward Stewart		Soldier		do
7,410	100	John Oliver	Private			do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
496	200	James Whitaker		Soldier		William H. Todd.
7,408	100	Bennet Pemberton	Soldier			do
7,409	100	James Travis	do			do
4,384	100	Jesse Golden		Soldier		do
309	200	James Christie		do		do
4,252	100	Martin Lawless	Soldier			do
7,413	666⅔	William Vause, heirs of	Captain			John B. White.
3,248	200	Thomas Hutchinson		Corporal		S. J. Tabbs.
4,633	2,000	Charles Fierer		Captain		Thomas A. Marshall.
6,726	100	John Hoy	Private			J. J. Allen.
7,398	555	Thomas Bullit	Colonel			P. H. Pope.
7,403	222½	William S. Spiller		Captain		H. A. Claiborne.
7,402	222½	William S. Spiller		do		do
7,418	666⅔	Moses Hawkins	Captain			William H. Todd.
3,165	100	Henry Clayton		Soldier		do
4,239	100	William Cole		do		do
7,417	400	Charles Thurman	Sergeant			do
7,449	200	John Jenkins	Private			do
7,448	400	William Cardwell	Sergeant			do
7,450	200	Humphrey May	do			do
7,447	400	Thomas Bell	do			do
7,446	200	Ambrose White	Private			do
7,451	200	William Morgan	do			do
7,421	2,666⅔	James Barron			Midshipman	James Barron.
7,443	2,000	Wilson C. Seldon		Surgeon		William Selden.
7,445	2,000					
7,444	2,000					
7,442	2,666⅔	Levi Groomes, heirs of	Lieutenant			R. M. Johnson.
7,453	342	William Thurmond	Sergeant major			John Thompson.
7,452	3,500	William Megginson, heirs of	Captain			do
7,376	100	Stephen Stephens, heirs of			Seaman	Vespasian Ellis.
7,377	100	Simon Stephens, heirs of			do	do
7,378	100	James Walker, heir of			do	do
7,381	100	John Hornsby, heirs of			do	do
7,383	100	Edward Joynes, heir of			do	do
7,373	111	Nathaniel Wilkins, heirs of	Lieutenant		do	do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,374	111	Nathaniel Wilkins, heirs of	Lieutenant			Vespasian Ellis.
7,375	111	Nathaniel Wilkins, heirs of	do			do
7,455	1,000	Thos. Patterson, heirs of	Captain			William H. Todd.
Exch'ge warrants. 177						
175						
174						
173						
172	5,333⅓	Thomas West, heirs of	do			Charles Allen.
171						
176						
170						
7,568	2,000	Richard Booker, heirs of		Captain		William Selden.
7,569	100	William Martin	Private			W. P. Goff.
7,454	1,333⅓	Thos. McReynolds, heirs of	Captain			C. S. Morgan.
7,570	2,666⅔	Binns Jones, heirs of	Lieutenant			Thomas Green.
7,457	400	James Bowers, heirs of		Sergeant		T. Q. Kinningham.
7,458	400	Thomas Bowers, heirs of		do		do
7,559	200	Morris Bowers, heirs of		Musician		do
7,560	200	Philemon Bowers, heirs of		Private		do
5,561	200	George Bowers, heirs of		do		do
7,563	400	Thomas Hogan, heirs of	Sergeant			J. W Chinn.
7,572	2,666⅔	George Catlett, heirs of			Lieutenant	Thomas Green.
7,571	4,000	John Gregory, heirs of	Captain			R. D. Webb.
7,574	4,000	Ambrose Madison	do			Thomas Green.
7,575	6,000	William Christie, heirs of			Surgeon	O. B. Barrand.
7,582	100	William Everett, heirs of	Private			R. D. Webb.
7,581	100	Frederic Jones, heirs of	do			do
7,580	200	John March, heirs of	do			do
7,579	100	Samuel Hosier, heirs of	do			do
7,577	100	Britton Jones, heirs of	do			do
7,578	100	Henry Everett, heirs of	do			do
7,576	703	Edward Allen, heirs of	Lieutenant			do
7,583	200	Jonathan Tharps, heirs of	Private			Vesp. Ellis.
7,585	200	Knevit Taylor, heirs of	do			do
7,586	200	Sacker Bayley, heirs of	do			do
7,584	200	Selby Taylor, heir of	do			do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,587	100	Shadrach Chances	.....	Private	.....	Vesp. Ellis.
7,575	4,000	Samuel Denney, heirs of	Captain	.....	.....	do
7,590	6,833⅓	John Julien, heirs of	Surgeon	.....	.....	Thomas Green.
7,411	5,333⅓	James Maxwell, heirs of	.....	.....	Captain	William Maxwell.
*,928	100	James Knight	Private	.....	.....	William McComas.
7,591	4,000	Thomas Helm, heirs of	Captain	.....	.....	William Helm.
7,592	1,333⅓	George Elliott, heirs of	.....	.....	.....	J. M. Robinson.
7,566	666⅔	Edw. Worthington, heirs of	.....	Captain	.....	J. Pope.
7,599	300	John Richy	Private	.....	.....	Vesp. Ellis.
7,598	300	William Maffit	do	.....	.....	do
7,573	2,666⅔	Thomas Johnson, heirs of	Captain	.....	.....	John Metcalf.
7,601	100	John Dixon, heirs of	Private	.....	.....	Vesp. Ellis.
7,600	100	Peter Griffith, heirs of	do	.....	.....	do
7,602	4,000	John Gregory, heirs of	.....	Captain	.....	B. Crump.
7,609	666⅔	Edw. Worthington, heirs of	.....	do	.....	William H. Todd.
7,610	200	Thomas Fitzsimmons	Private	.....	.....	do
7,608	2,666⅔	William Merriwether	.....	Lieutenant	.....	do
7,612	2,666⅔	Richard Paulett	Lieutenant	.....	.....	Thomas Green.
7,613	6,000	William Fontaine	Lt. colonel	.....	.....	
7,618	2,812½	Heirs of Charles Lee	Major general	.....	.....	William S. Scott.
7,619	2,812½					
7,617	1,875					
7,615	1,875					
7,616	1,875					
7,614	3,750					
7,395	200	Jesse Brightwell, heirs of	Private	.....	.....	do
1,672	1,000	William Steele	.....	.....	Lieutenant	William H. Todd.
1,673	1,666⅓					
7,620	100	Daniel Hix, heir of	Private	.....	.....	N. Tyree.
7,622	1,873	Hugh Mercer, heirs of	Brig. general	.....	.....	William H. Todd.
7,621	4,000	Garland Burnley	Captain	.....	.....	Thomas Green.
7,623	500	Samuel Crawley, heir of	.....	Captain	.....	Leigh Ware.
7,624	4,000	Richard Taliaferro, heirs of	Captain	.....	.....	John Thompson.
7,628	2,466⅔	Martin Norris, heirs of	.....	Lieutenant	.....	H. H. Harvey.
7,627	2,666⅔	Joseph Ramsey	.....	do	.....	S. H. Price.
7,597	2,666⅔	Morgan Alexander, heirs of	Colonel	.....	.....	S. M. Lucas.

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,629	2,666⅔	Christopher Blackburn	Lieutenant			Thomas Green.
7,630	200	James Browser, heirs of	Private			Vesp. Ellis.
7,635	200	Carter Croxton	Sergeant			Thomas Green.
7,631	3,000	Richard Crump, heirs of		Captain		Genl. Crump.
7,632	1,000	Richard Crump, heirs of		do		
7,633	555	John Gregory, heirs of	Lieutenant			William Selden.
7,634	833	William Gregory	Captain			
7,636	2,466⅔	John Robbins, heir of			Midshipman	Thomas Green.
7,638	4,000	Thomas Pollard, heirs of		Captain		H. H. Harvey.
7,629	100	Martin Redmon, heirs of				R. D. Webb.
7,639	200	Solomon Malbone, heirs of	Private			John Cornick.
7,646	4,000	Laurence House, heirs of		Captain		Colonel J. Armistead.
7,645	200	Thomas Hutchinson, heir of		Sergeant		Colonel Huxton.
7,640	100	William Conner, heir of	Private			
7,644	100	William McIntosh, heirs of		Private		do
7,641	100	Douglas Conner, heirs of	Private			
7,642	100	William Dowell, heir of	do			
7,604	1,000	Joseph Mitchel, heirs of	Captain			Lyddal Wilkerson.
7,603	1,000					
7,605	1,000					
7,649	2,666⅔	Jesse Paulett, heir of	Ensign			Thomas Green.
7,647	6,000	John Applewhaite, heir of			Surgeon	O. B. Barrand.
7,626	200	Henry Pullen, heir of	Private			J. W. Chinn.
7,651	100	John Jester, heirs of			Seaman	J. G. Mosby.
7,652	100	John Hall, heirs of			do	do
7,653	100	Stephen Moore, heirs of			do	
7,650	2,055½	James Burton, devisees of	Captain			Thomas Green.
7,556	4,000	Stephen Graham, heirs of	Surg. mate			J. W. Murdaugh.
7,657	944	William Saunders, heirs of			Captain	Thomas Green.
7,594	200	James Dewey, heirs of		Private		Charles Hatcher.
7,393	100	William Purser, heirs of		do		
7,593	100	Charles Hendley, heirs of	Private			
7,565	400	Holeman Rice	Captain			Thomas Green.
7,648	9,055	Moses Rawlings	Colonel			G. W. McCulloch.
7,650	200	Bland W. Ballard		Private		Wm. H. Todd.
7,659	4,000	William Ivy, heirs of			Captain	J. W. Murdaugh.

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,414	2,666⅔	Wm. Slaughter, heirs of	Ensign			J. M. Patton.
7,596	2,666⅔	John Payne, heirs of			Master	Henry L. Brooke.
7,595	2,666⅔	William Camp, heirs of	Lieutenant			do
7,660	1,333⅓	Robert Tompkins, heirs of			Captain	Thomas Green.
7,659	100	John Johnson, heirs of			Seaman	William Selden.
7,667	2,666⅔	Thomas V. Dalton, heirs of		Lieutenant		William Lambert.
7,670	5,333⅓	John Pasture, heirs of			Captain	William Selden.
7,371	100	John Davis, heir of	Private			J. G. Bryce.
7,628	2,000	Richard Taylor, heir of	Captain			R. D. Webb.
7,674	2,666⅔	Henry Nicholson, heirs of		Cornet		G. W. Mosby.
7,671	2,666⅔	Andrew Heth, devisee of	Lieutenant			do
7,364	25	Lemuel Murphy, heirs of	Private			Charles Hatcher.
7,363	25	Lemuel Murphy, heirs of	do			do
7,673	6,000	William Fouchee, devisees of		Doctor		William Lambert.
7,672	6,777⅓	Alex. Spottswood, devisees of		Brigadier general		do
7,657	100	William Davis	Private			Joseph Stratton.
7,661	200	Timothy Wood	do			P. M. Tabb.
7,567	4,000	Leonard Helms, heirs of	Captain			S. H. Causten.
7,658	200	John Doherty		Private		William H. Todd.
7,664	100	Bernard Clements	Private			do
7,666	2,358	John Chilton, heirs of		Captain		do
7,665	2,358	John Chilton, heirs of		do		do
7,564	3,600	Holeman Rice	Captain			Thomas Triplett.
7,676	1,810	George Muters, devisee of		Colonel		Thomas Green.
7,675	1,013⅓	John Allison, heir of		Lieutenant colonel		do
6,566	100	Benjamin Smith	Private			J. H. Fulton.
6,897	200	Thomas Dunn, heir of	Sergeant			William Hendricks.
7,577	4,000	Michael Holt, heir of	Captain			
7,579	200	Timothy Langston, heirs of	Private			
7,582	100	Joseph Holland, heirs of	do			
7,580	100	William Laurence, heir of	do			
7,585	100	Moses Hedgbeth, heir of	do			R. D. Webb.
7,578	100	Benjamin Lapeter, heirs of	do			
7,584	100	Dempsey Lapeter, heirs of	do			
7,583	100	Willis Holland, heirs of	do			
7,581	100	Timothy Brantum, heirs of	do			

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,588	4,444	Lewis Webb	Captain			
7,590	400	Bland Ballard, heirs of		Sergeant		
7,587	678	Richard Parker, heirs of		Colonel		William H. Todd.
7,586	200	John Bond	Private			
3,521	200	Thomas Hunt		Soldier		
7,639	200	James McWilliams	Private			A. C. Bryan.
7,592	1,333⅓	John Rogers, heir of			Captain	John Mosby.
7,585	1,333⅓	John Lyon, heir of			Surgeon's mate	Charles Hatcher.
7,696	4,000	Stephen Turnbull, heirs of		Captain		Thomas Green.
7,695	6,000	James Hendricks, heir of	Lieutenant colonel			do
7,699	200	Amos Goodwin	Private			William H. Todd.
7,697	2,666⅔	Levi Todd, heirs of		Lieutenant		
7,698	1,056	William Roberts, heirs of		Ensign		do
7,698	1,750	William Woodford, heirs of	Brig. general			
6,706	100	James Thomas		Private		Thomas Davenport.
7,701	4,000	Argyle Herbert, heirs of			Lieutenant	William Selden.
7,662	100	William Harris	Private			William Helm.
7,721	1,533	Charles Dabney, heirs of			Lieut. colonel	Thomas Green.
7,702	200	Edmund Beasley, heirs of	Private			
7,713	100	Major Budd, heirs of	do			
7,703	200	Daniel McAllister, heirs of	do			
7,718	100	Teakle Elliott, heirs of	do			
7,714	100	John Britnoms, heirs of	do			
7,708	100	James Nelson, heir of	do			
7,709	200	Solomon Bunting, heirs of	do			Vespasian Ellis.
7,705	100	Andrew Lee, heir of	do			
7,707	100	George Clark, heir of	do			
7,704	100	Toby Bull, heir of	do			
7,710	100	Wm. Simpson, heirs of			Seaman	
7,712	100	Edward Wise, heirs of	Private			
1,534	100	Thomas Franklin		Private		J. B. Anthony.
7,593	533⅓	Saml. Haleys, heirs of			Lieutenant	Thomas Jones.
7,592	533	Saml. Haleys, heirs of			do	do
7,723	100	Ephraim Hall, heirs of			Seaman	Vesp. Ellis.
7,724	100	Wm. Delastation, heirs of	Private			do
7,722	4,800	Thomas Powell, heirs of	Surgeon			do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,591	13,056	Wm. Campbell, heir of	Brig. general			Wm. C. Preston.
7,725	533	Saml. Haleys			Lieutenant	G. A. Myers.
7,706	750	George Wilson, heir of		Colonel		C. S. Morgan.
7,728	1,333⅓	James Hord	Ensign			Thos. Green.
7,727	1,333⅓	James Hord, heirs of	do			do
7,728	1,500	Wm. Taliaferro, heirs of	Lieut. colonel			Wm. H. Todd.
7,606	856	Joseph Mitchells, heirs of	Captain			Lyddal Wilkinson.
7,729	1,333⅓	Thomas Ravenscroft, heirs of		Lieutenant		J. B. Floyd.
7,700	6,000	Joseph Quinlan, heir of	Surgeon			T. C. Quinlan.
7,730	2,666⅔	John T. Brooke, heirs of	Brig. major			H. L. Brooke.
892	100	Francis Smith		Private		W. H. Todd.
7,636	100	Wm. Kidd, heir of		do		T. Q. Kinningham.
7,637	100	Hy. Batchelor, heirs of		do		do
7,417	4,000	R. E. Crunden, heirs of	Surgeon's mate			Jno. M. Patton.
7,737	404	John Webb, heirs of	Lieut. colonel			J. Jackson.
7,735	400	John Nail	Sergeant			C. S. Morgan.
7,732	2,666⅔	Robert Watkins, heirs of	Ensign			do
7,733	2,666⅔	John Goggin, heirs of	Lieutenant			do
7,731	200	Joseph Davenport, heirs of		Sergeant major		do
7,734	200	Richard K. Meade	Private			do
7,736	200	Robert Adams	do			do
7,748	200	Alexander Strickling	do			Thos. Green.
7,749	1,166⅔	Charles Tompkins, heirs of	Captain			do
7,750	583⅓	Charles Tompkins, heirs of	do			do
7,742	242	Reuben Triplett, heirs of			Midshipman	do
7,743	242					
7,741	242					
7,740	242					
7,744	242					
7,745	242					
7,738	242					
7,739	242					
7,746	242					
7,747	242					
2,071	100	Swan Blundon			Sailor	L. Wilkerson.
4,194	2,666⅔	Jesse Kent, heirs of			Midshipman	do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
2,095	2,666⅔	Seth Blundon			Midshipman	L. Wilkerson.
7,594	200	John Jones, heirs of	Sergeant			William Selden.
7,753	4,000	Thomas C. Nelson, heir of	Captain			do
7,611	2,666⅔	William Buckner, heirs of			Master	H. A. Wise.
7,751	5,333⅓	Nathaniel Mitchell, heirs of	Major			T. and A. Mitchell.
166*	6,000	Elias Edmonds		Lieutenant colonel		W. Wallace.
7,752	1,800	Andrew Ray, heirs of		Surgeon		Charles Hatcher.
7,758	4,000	Robert Legate, heir of			Lieutenant	J. D. Vincent.
7,757	1,333⅓	Richard Mitchell, heirs of			Midshipman	W. P. Taylor.
7,760	3,000	Andrew Ray, heirs of		Surgeon		Charles Hatcher.
7,754	1,333⅓	Richard Mitchell, heirs of			Midshipman	John Borum.
7,756	100	William Jarvis, heirs of			Seaman	do
7,755	200	Diggs Weston, heirs of	Private			do
4,311*	2,666⅔	Robert Hall, assignee of			Master	Philip Sale.
7,767	1,601	Celey Saunders, heirs of			Captain	Thomas Green.
7,767	2,666⅔	Benj. Beach, heirs of			Master	Vesp. Ellis.
7,760	1,200	Andrew Ray, heirs of		Surgeon		Charles Hatcher.
7,765	100	James Ward, heirs of	Private			do
7,769	100	John Willard	do			J. G. Mosby.
7,770	4,000	James McIlhany	Captain			James McIlhany.
7,762	200	John Logan, heir of	Private			R. D. Webb.
7,764	100	John Lawrence, heirs of	do			do
7,761	100	William Logan, heirs of	do			do
7,715	100	John Addison, heirs of	do			Vespasian Ellis.
7,711	100	Salathiel Milby, heirs of	do			do
7,717	100	Robert Rogers, heirs of	do			do
7,716	100	Charles Joynes, heirs of	do			do
7,719	100	Caleb Spiers, heirs of	do			do
7,759	166	John Emerson	Lieutenant			J. D. Bull.
7,772	100	John Curle, heirs of	Private			J. G. Mosby.
7,773	200	Jacob Curle, heirs of	do			do
7,780	200	William Betote, heirs of	do			Vespasian Ellis.
7,783	2,666⅔	Thomas Howard, heirs of			Midshipman	do
7,774	6,000	Robert Nicholson, heirs of		Surgeon		do
7,782	200	James Ashby, heirs of	Sergeant			do
7,781	100	John Ellicott, heirs of	Private			do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
7,777	100	William Watkinson, heirs of	Private			Vespasian Ellis.
7,779	200	Tully Clark, heirs of	do			do
7,778	100	James Watkinson, heirs of	do			do
7,776	100	Joseph Delastation, heirs of	do			do
7,775	200	Peter Delastation, heirs of	do			do
7,786	2,666⅔	John Victor, heirs of		Lieutenant		do
7,789	200	Robert Ferguson	Private			do
7,788	200	David Irby		Private		do
7,787	4,207	Cyrus L. Roberts, heir of	Captain			do
7,784	808½	John Webb, heirs of		Lieut. colonel		do
7,791	2,666⅔	Robert Conway, heirs of	Lieutenant			do
7,794	100	Mason Lunsford		Private		Thomas Green.
2,492	100	Hezekiah Freeman		Soldier		Linn Bancks.
178	187½	George Wilson, heir of		Colonel		Charles S. Morgan.
179	562½					
6,960	200	Bennet McKey	Private			J. W. Chinn.
7,795	4,000	Ed. P. Chamberlayne, heirs of			Lieutenant	Lewis Chamberlayne.
7,315	2,666⅔	Thomas Spencer, heirs of	Lieutenant			James W. Bouldin.
7,790	200	Robert Preston, heirs of	Private			Rob. Allison.
7,792	100	Richard Vernon	do			James W. Bouldin.
7,797	2,666⅔	Thomas Bryant, heirs of		Lieutenant		Thomas Green.
7,796	6,000	Garrett Tunnison	Surgeon			C. J. Faulkner.
7,625	200	John Richardson	Private			T. M. McIlhany.
7,738	100	John Richardson	do			do
6,805	100	Jesse Bayse, heirs of	do			T. M. T. McKennan.
7,998	7,045	Joseph S. Pell, heirs of			Surgeon	J. W. Murdaugh.
8,000	943	Willis Wilson, heirs of			Captain	do
8,001	1,166⅓	Charles Tompkins, heir of	Captain			William Selden.
1,406*	100	Philip Evans	Private			R. S. Chew.
7,999	100	John Mohen, heirs of			Marine	Phil. Sale.
8,003	100	Gideon Hamlett, heir of	Soldier			C. L. Pendleton.
8,013	2,666⅔	Francis Powell, heirs of			Midshipman	R. D. Webb.
8,006	1,333⅓	Thomas Herbert, heirs of			Captain	Charles Hatcher.
8,007	200	John Connor, heir of	Soldier			do
8,012	583⅓	Charles Tomkins, heir of	Captain			Thomas Green.
8,011	4,000	Jesse Georgis, heirs of			Lieutenant	do

C.—*Statement showing the number of the warrants surrendered for the issue of scrip*—Continued.

No. of warrant.	Quantity.	To whom issued.	Rank of the person who performed the service, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
8,005	6,666⅔	George Brooke, heirs of	.....	Colonel	.....	H. L. Brooke.
8,009	344	Alexander Dick, heir of	.....	Major	.....	James M. Garnett.
8,008	344	Alexander Dick, heir of	.....	do	.....	do
8,017	344	Alexander Dick, heir of	.....	do	.....	B. T. Taliaferro.
1,439	233	John McKinley	Private	.....	.....	Walter Dun.
8,016	666⅔	Bannister Howe, heir of	.....	.....	Sailing master	J. A. Chandler.
8,015	2,000	Bannister Howe, heir of	.....	.....	do	do
8,020	2,666⅔	Anthony Crocket	Lieutenant	.....	.....	Wm. H. Todd.
8,019	200	Godfrey Smith	Private	.....	.....	Thomas Green.
8,022	100	William Casey, heir of	do	.....	.....	R. D. Webb.
8,025	100	John Fowler heirs of	do	.....	.....	
8,023	200	Henry Pruden, heirs of	Sergeant	.....	.....	
8,024	100	Saml. McCoy, heir of	Private	.....	.....	
8,024	100	John Gibbs, heirs of	do	.....	.....	
280	1,000	Ambrose Bohannon	Captain	.....	.....	W. H. Tood.
8,028	100	John Murphy	do	Private	.....	J. G. Mosby.
7,793	100	Ambrose Day, heir of	Soldier	.....	.....	J. Armstead.
8,030	100	Daniel Thomas, heirs of	.....	.....	.....	do
8,026	4,677	James Gray, heirs of	.....	.....	Lieutenant	B. H. Saunders.
7,588	222⅓	William Spiller, heirs of	.....	Captain	.....	G. A. Myers.
8,031	200	Isaac Bird	Private	.....	.....	Thos. Green.
8,018	1,066	Samuel Haley, heirs of	.....	.....	Lieutenant	Thos. Jones.
7,593	1,333⅓	John Rogers, heirs of	.....	.....	Captain	F. Vincent.
8,044	400	James Ballard	.....	.....	Corporal	J. G. Mosby.
8,037	2,666⅔	Thomas Parker, heirs of	.....	.....	Midshipman	Vesp. Ellis.
8,036	200	Alexander Moore	.....	Private	.....	do
8,085	400	Spillsby Gregory	.....	Sergeant	.....	T. H. Ellis.
7,362	200	John Yager, heirs of	.....	Soldier	.....	Thos. Yager.
8,033	200	Joseph Gray, heirs of	Private	.....	.....	J. B. Ogg.
8,043	400	Notley Maddon	Sergeant	.....	.....	Chas. Hatcher.

Recapitulation of the quantity of lands in warrants surrendered in anticipation of an appropriation.

Total quantity of acres 483,722

The total amount of acres includes 9,366⅔ acres in duplicate warrants, as designated by asterisks.

ELIJAH HAYWARD, *Commissioner.*

GENERAL LAND OFFICE, *November* 15, 1834.

23D CONGRESS.] No. 1263. [2D SESSION.

LIST OF THE PURCHASES OF LAND AT COLUMBUS AND CHOCCHUMA IN MISSISSIPPI IN 1833 AND 1834.

COMMUNICATED TO THE SENATE DECEMBER 15, 1834.

GENERAL LAND OFFICE, *December* 15, 1834.

SIR: In obedience to the resolutions of the Senate of the 4th day of the present month, (but which did not reach this office until the 8th instant,) directing me "to communicate a list of the purchasers of the public lands at the land offices in Columbus and Chocchuma, in the State of Mississippi, specifying the name of each original purchaser, and of the assignee or assignees to whom the certificate of purchase may have been endorsed, the quantity of land purchased by each, and the price per acre paid for each tract, respectively, between the first day of October, 1833, and the first day of January, 1834; and, also, the aggregate number of acres of the public lands offered at public sale, by the proclamation of the President of the United States, at each of the land offices in the State of Mississippi, from the 1st of January, 1833, up to the present time," I have the honor to report, that the annexed documents, marked A, B, and C, contain all the information which this office affords on the several subjects which the above inquiries appear to embrace.

First—Document A contains a statement of the quantities of lands sold at the land office at Columbus, Mississippi, from the 1st day of October to the 31st day of December, inclusive; the names of the original purchasers and of their assignees, the quantity of land purchased by each, and the price per acre of each tract, respectively.

Second—Document B contains a similar statement, in all respects, so far as relates to the land office at Chocchuma, in Mississippi.

These two statements embrace the examinations and reports of about *four thousand seven hundred and eighty-eight* entries of lands sold, and *two thousand one hundred and three* assignments, making, in all, more than *fifteen thousand* items of information.

Third—Document marked C exhibits the aggregate number of acres of the public lands offered at public sale, by proclamation of the President of the United States, at each of the land offices in the State of Mississippi, from the 1st day of January, 1833, to the present time.

With great respect, your obedient servant,

ELIJAH HAYWARD.

Hon. MARTIN VAN BUREN, *Vice-President of the United States and President of the Senate.*

A.

Statement of the quantity of land sold at the land office at Columbus, Mississippi, from the 1st October to the 31st December, 1833, inclusive; the names of the original purchasers and of their assignees, the quantity of land purchased by each, and the price per acre of each tract respectively.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
A. B. Mayfield	None	39.97	$1 25
John McGowen	None	39.71	1 25
do	None	39.98	1 25
John Crump	None	39.48	1 25
Hardy Allen	None	40.01	1 25
George M. Sanders	None	38.53	1 25
Elijah Sulavan	None	40.00	1 25
James McCoy	None	160.00	1 25
James Gannaway	None	80.90	1 25
Terry Ligen Loughridge	None	38.75	1 25
Andrew Egger, jr.	None	40.03	1 25
George H. Lackey	None	38.08	1 25
James Gannaway	None	40.45	1 25
Nicholas Tubb	None	40.12	1 25
Jesse Hilliard	None	39.79	1 25
John Sulavan	None	39.95	1 25
John Smith	None	40.15	1 25
Jesse Hilliard	None	80.90	1 25
Stephen Wilson	None	80.25	1 25
Wiley McElroy	None	39.53	1 25
William Halbert	None	80.06	1 25
Wade H. Gordon	None	39.95	1 25
Richard Hodges	None	39.89	1 25
Robert B. Ellis	None	39.95	1 25
Thomas Sampson	None	40.45	1 25
Alexander Moore	None	40.01	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
James McKinley	None	39.95	$1 25
Joseph Blair	None	40.01	1 25
Wm. E. Verner	None	40.01	1 25
Nancy Gaston	None	40.04	1 25
Felix Wood	None	80.08	1 25
Thos. Townsend	None	82.87	1 25
William Steward	None	40.19	1 25
Burrel Dunephin	None	40.00	1 25
do	None	40.05	1 25
William Steward	None	39.95	1 25
Peter R. McClanahan	None	39.79	1 25
do	None	79.76	1 25
Solomon R. McClanahan	None	79.77	1 25
Thomas M. Misell	None	39.89	1 25
Willis H. Brewer	None	40.07	1 25
Robert B. Harris	Noel Bartee	39.94	1 25
James Mulines	None	39.92	1 25
Lucien B. Moore	None	39.87	1 25
Jas. Gastin Love	None	40.07	1 25
Daniel Oliver	None	39.95	1 25
do	None	39.16	1 25
Isaac Green	None	39.85	1 25
do	None	39.85	1 25
Samuel Ussery	None	79.69	1 25
E. L. Acu and James W. Bridrell	None	79.50	1 25
Benjamin Wise	None	40.13	1 25
Isaac Anderson	None	40.06	1 25
Stephen Cocke	None	80.00	1 25
do	None	203.25	1 25
do	None	72.00	1 25
Walter J. Douglass	None	36.05	1 25
Joshua Toomer	None	78.40	1 25
Powell Loftis	None	39.81	1 25
James Gay	None	83.50	1 25
Reuben Rodgers	None	39.73	1 25
John H. Halbert	None	39.75	1 25
James F. Steward	None	39.92	1 25
Thomas Steward	None	39.92	1 25
William Collier	None	39.92	1 25
George W. C. Sanders	None	99.00	1 25
William Collier	None	39.92	1 25
Worsham Mann	None	40.35	1 25
Moses Wright	None	30.95	1 25
Jonathan Nash	None	40.05	1 25
Thomas L. Wilson	None	79.53	1 25
do	None	41.33	1 25
Samuel Butler	None	79.75	1 25
Anthony Gallop	None	40.06	1 25
John Seale	None	78.59	1 25
Enoch G. Seale	None	39.29	1 25
William H. McReynolds	None	40.01	1 25
John Newton Battle	None	80.12	1 25
Worsham Mann	None	40.35	1 25
John Rogers	None	80.00	1 25
Felix A. E. Anderson	None	40.06	1 25
Allen R. Vaughn	None	39.75	1 23
John Seale	None	78.60	1 25
Samuel Butler	None	80.00	1 25
do	None	100.25	1 25
James Jackson Boyd	None	40.00	1 25
John Flynt	None	41.32	1 25
Allen Dowdle	None	40.07	1 25
James Ellis Miller	None	40.06	1 25
Zachariah Payne	None	80.03	1 25
William Roddy Smith	None	39.96	1 25
Julian Hughson	None	40.35	1 25
George West	None	40.14	1 25
Reuben Hodges	None	40.17	1 25
Jesse Medley	None	40.35	1 25
John Overall	None	41.90	1 25
Christopher McRae	None	40.01	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John Echols	None	39.40	$1 25
Eldridge W. Hendley	None	39.81	1 25
Nathaniel Clark	None	39.95	1 25
Abraham Howell	None	40.03	1 25
William A. Cook	None	39.93	1 25
Joseph Blair	None	37.99	1 25
John Porter	None	40.09	1 25
Tyre H. G. Loftis	None	39.81	1 25
Andrew H. Murphy	None	39.87	1 25
William Halbert	None	79.76	1 25
do	None	40.03	1 25
do	None	40.03	1 25
Richard Gale Sanders	None	79.94	1 25
Thomas Jefferson Polk	None	39.92	1 25
Hugh Love	None	39.95	1 25
James McKinley	None	39.97	1 25
Robert McKinley	None	39.95	1 25
John Overall	None	30.00	1 25
Jacob Laughridge	None	38.47	1 25
William W. McPherson	None	40.02	1 25
George Adams	None	80.50	3 08
do	None	80.58	3 30
do	None	80.58	12 00
do	None	153.20	1 25
do	None	80.56	2 50
do	None	80.56	1 51
do	None	161.12	1 25
do	None	80.56	1 50
do	None	80.56	1 31
do	None	438.24	1 25
Robert J. Walker and Thomas Barnard	None	81.23	1 52
do	None	81.07	1 75
do	None	689.68	1 25
do	None	493.14	1 25
do	None	245.94	1 25
do	None	81.45	1 25
Joseph R. Plummer	None	79.26	1 30
do	None	162.42	1 25
William W. Walton	None	81.07	1 87
do	None	81.07	2 41
do	None	81.07	1 25
do	None	80.89	4 01
do	None	80.89	2 16
do	None	161.78	1 25
do	None	80.89	1 26
do	None	81.40	1 25
do	None	81.40	3 01
do	None	244.20	1 25
do	None	81.40	5 78
do	None	81.23	1 25
John D. Wyat	None	79.42	1 25
Wiley Davis	None	92.62	1 38
do	None	162.24	1 25
do	None	69.71	1 25
do	W. W. Cherry and H. G. Hall	81.24	1 51
do	None	324.96	1 25
Charles Land	None	80.58	1 25
do	None	80.58	4 00
Caroline McBell	None	343.48	1 25
do	None	81.16	1 26
do	None	243.48	1 25
do	None	81.16	1 26
Isaac Lane	John L. Winston	80.89	5 80
do	A. A. Halsey and T. Land	80.58	3 15
do	None	80.58	4 05
do	None	83.24	1 25
do	John L. Winston	79.42	1 25
Edward Sims	Wiley Davis	108.62	1 25
Allen Stover	None	81.45	4 00
do	None	81.45	4 12

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Allen Stover	None	81.24	$3 55
Smith C. Daniel	None	73.77	1 25
do	None	73.77	2 65
do	None	73.77	1 25
do	None	84.32	1 25
do	None	73.67	1 65
do	None	73.67	1 25
do	None	74.00	1 25
do	None	80.78	2 40
do	None	78.94	1 25
do	None	79.07	1 55
do	None	78.98	1 25
Elias Fisher	William Terry	82.05	1 25
do	do	85.95	1 80
do	do	85.98	1 25
do	do	80.76	1 25
do	None	80.78	6 80
do	None	87.06	8 05
do	None	87.06	5 35
do	None	87.06	2 05
do	None	87.06	1 25
do	None	159.32	1 25
do	None	318.64	1 25
Garret Kean	None	241.44	1 25
do	None	152.02	2 49
do	None	116.43	1 25
Wiley Davis	None	81.45	1 25
do	None	76.80	1 25
do	None	142.00	4 04
do	None	145.99	2 55
do	None	87.06	11 00
do	None	406.12	1 25
do	None	81.35	2 20
do	None	81.35	2 75
do	None	58.12	5 05
do	None	80.17	5 00
do	None	79.66	1 25
Duncan McDougall	Jeremiah S. Robinson	86.37	1 43
do	do	86.37	1 45
do	do	86.37	1 25
Jeremiah S. Robinson	Elias Fisher	80.78	6 60
do	None	393.04	1 25
do	None	351.79	1 25
do	None	158.14	1 25
George W. Hammond	Jeremiah S. Robinson	83.12	8 25
do	do	79.34	4 05
do	do	79.34	5 05
Robert Walker and Thos. Barnard	None	80.74	1 25
do do	None	76.38	2 25
do do	None	115.00	1 25
do do	None	115.22	1 25
do do	None	76.80	1 25
do do	None	81.67	1 25
do do	None	86.37	1 25
do do	None	76.40	1 25
do do	None	167.98	1 25
do do	None	79.42	1 25
do do	None	151.62	1 25
Goldsby and Wood	None	74.00	2 35
do	None	74.00	1 30
do	None	74.00	1 25
do	None	74.00	1 87
Isaac Lane	Richard T. Archer	448.28	1 25
do	John L. Winston	451.95	1 25
do	E. Fisher, assignment imperfect	84.32	1 25
do	None	84.32	2 85
do	None	84.32	1 25
do	None	73.67	5 45
do	None	73.67	3 05
do	None	161.52	1 25
do	None	85.93	3 70

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Isaac Lane	John J. Winston	85.93	$1 60
do	Wiley Davis	55.01	4 30
do	do	80.17	1 25
Edward Sims	John L. Winston	65.14	1 25
do	John F. H. Claiborne	80.78	1 25
Sedley M. Lynch	None	227.83	1 25
Linsey C. Hall	None	73.77	2 20
John Lehr	None	81.13	4 00
do	None	81.13	7 05
do	None	31.13	3 05
do	None	81.13	2 45
do	None	87.05	1 60
do	None	87.05	1 25
Samuel Long	None	276.66	1 25
Garret Keirn	None	160.54	1 25
do	None	161.90	1 25
Willis W. Cherry	None	81.40	1 25
John W. Thomas	W. W. Cherry	81.40	1 65
do	do	81.40	1 25
Richard T. Archer	None	162.94	1 25
do	None	79.97	1 90
do	None	243.51	1 25
do	None	81.17	5 90
William Eggleston	None	81.13	5 00
do	None	81.13	1 25
James Stanley	None	85.66	2 51
do	None	85.66	2 01
do	None	76.77	2 81
do	None	76.77	2 86
do	None	76.77	1 25
do	None	76.77	1 72
do	None	77.54	1 25
Edward Sims	James Stanley	171.32	1 25
do	do	171.32	1 25
do	None	75.86	2 51
James Stanley	None	75.86	3 41
Richard Hester	None	85.21	3 00
do	None	85.21	2 05
Jefferson Fartherce	Richard Hester	85.21	1 65
David D. Thompson	None	81.29	1 85
do	None	81.40	1 25
do	None	80.19	4 11
Robt. J. Walker and Thos. Barnard	None	80.60	1 25
do do	None	80.60	1 35
do do	None	87.22	1 25
do do	None	87.22	1 80
do do	None	75.86	1 35
do do	None	76.77	1 25
do do	None	76.77	1 25
do do	None	171.60	1 25
Taylor and Erwin	None	570.05	1 25
do	None	81.05	1 25
do	None	80.05	1 25
do	None	81.52	3 00
do	None	81.51	1 25
do	None	81.51	2 05
William Clower	None	80.52	1 25
do	None	86.68	1 95
do	None	87.05	1 25
Bennet A. Crawford	B. A. Crawford, A. Hodge, jr., C. Adams, jr.	79.73	1 25
do	do do	85.20	1 25
do	do do	80.46	1 25
Henry Carpenter	None	87.05	1 50
Milford H. Wyatt	None	82.11	2 05
do	None	82.11	2 15
do	None	82.11	1 65
William W. Walton	None	79.62	3 65
do	James Harrell	80.91	1 28
John Herrod	None	162.80	1 25
do	James Harrell	80.91	1 27
	do	80.91	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Isaac Lane	John L. Winston	80.46	$2 55
do	None	79.97	1 25
do	John L. Winston	160.84	1 25
do	John I Winston	161.22	1 25
do	Jeremiah S. Robinson	81.12	1 25
do	John L. Winston	81.05	1 25
do	None	161.04	1 25
do	None	80.52	1 30
do	None	80.52	1 25
do	William G. Gary	86.68	1 25
do	do	86.68	1 25
do	Simeon Stigler	87.05	1 30
do	James Neville	86.11	1 25
do	John I. Winston	81.08	1 70
Wiley Davis	None	79.34	1 25
do	None	81.31	1 25
do	None	325.24	1 25
do	None	81.29	1 25
do	None	406.45	1 25
do	None	81.01	1 25
do	None	161.24	1 25
do	None	80.62	1 65
do	None	80.62	1 25
do	None	160.54	1 25
William Terry	None	77.54	1 25
do	None	487.26	1 25
do	None	245.58	1 25
do	James Standley	82.98	1 25
Edward Sims	William Terry	82.98	1 25
William G. Gary	None	86.68	1 25
do	None	86.88	1 25
do	None	173.36	1 25
Owen Carpenter	None	90.57	1 25
Thomas Mathews	None	81.21	1 25
do	None	81.21	1 25
Benjamin Wiltshire	None	162.42	1 25
William Stigler	None	80.16	1 25
George Stigler	None	81.51	1 60
do	None	80.91	1 60
do	None	80.91	1 25
William Stigler	None	87.18	1 25
Simeon Stigler	None	174.36	1 25
Jeremiah I. Robinson	None	243.36	1 25
do	None	81.17	1 25
do	None	161.20	1 25
do	None	80.60	1 35
do	None	80.60	2 05
Nelson Newman	None	79.97	1 25
do	None	79.97	1 25
do	None	79.97	1 25
do	None	79.97	1 25
do	None	80.26	1 25
do	None	80.26	1 25
Smith C. Daniel	None	241.26	1 25
do	None	80.62	2 05
do	None	247.74	1 25
do	Allen Sharkey	75.86	1 25
Henry Gibson	Erastus Linn	81.08	1 25
do	do	162.42	1 25
A. B. Clements	do	81.21	4 35
do	do	81.21	4 05
Joseph R. Plummer	None	79.79	1 25
do	David Dickinson	130.17	1 25
John C. Lemore	do	74.60	1 25
do	None	74.69	1 25
Greenwood Laflore	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
do	None	74.69	1 25
do	None	75.05	1 25
do	None	75.05	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Greenwood Laflore	None	78.94	$1 25
do	None	78.94	1 25
do	None	78.94	1 25
do	None	78.94	1 25
do	None	79.94	1 75
do	None	79.57	1 25
Daniel Williams	None	79.57	1 25
do	None	79.57	1 25
William Stigler	Simeon Stigler	80.16	1 55
do	do	80.16	2 05
Henry Jefferson	None	79.28	1 25
do	None	79.28	1 25
do	None	79.28	1 25
Samuel Meek	None	76.02	1 55
do	None	76.02	1 75
do	None	75.87	1 75
do	None	75.87	1 25
do	None	75.87	1 25
do	None	75.87	1 50
do	None	75.80	1 25
do	None	80.04	1 25
do	None	80.04	2 45
do	None	79.78	1 25
do	None	79.78	1 25
do	None	79.94	1 25
Smith C. Daniel	None	80.04	1 25
Samuel H. Byrn	David D. Thompson	79.62	3 95
do	do	79.62	3 95
do	do	80.19	3 45
Duncan McLeod	None	86.45	1 25
do	None	86.45	1 25
do	None	86.45	1 30
do	None	86.45	1 25
do	None	86.45	1 35
Willis W. Cherry	Allen Sharkey	80.09	1 25
do	do	80.09	1 25
Robt. T. Walker and Thos. Barnard	None	79.98	1 60
do	None	79.98	1 95
Allen Sharkey	None	86.69	1 25
do	None	79.60	2 50
do	None	79.87	1 25
do	None	79.87	1 25
do	None	79.87	1 25
do	None	79.87	1 25
do	None	79.87	1 25
do	None	79.87	1 25
do	None	79.87	1 25
do	None	80.09	1 25
do	None	80.09	3 00
do	None	80.09	1 25
do	None	80.09	1 25
do	None	80.09	1 25
do	None	86.45	1 40
Isaac Lane	None	75.05	1 25
do	None	75.80	1 25
do	Greenwood Laflore	78.94	1 25
do	None	79.85	1 25
Daniel Green	John L. Winston	80.04	1 60
do	None	80.33	1 25
do	Allen Sharkey	80.09	1 25
do	John I. Winston	86.45	1 25
do	None	86.45	1 25
do	None	75.05	1 25
do	John L. Winston	79.57	1 25
do	None	79.57	1 25
Wiley Davis	None	78.94	1 40
do	None	79.57	1 25
Thacker W. Winter	None	78.58	1 35
do	None	78.58	1 50
do	None	78.58	4 00
do	None	78.58	2 00

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Thacker W. Winter	None	78.58	$2 95
do	None	78.95	10 00
do	None	78.95	8 35
do	None	78.95	1 25
do	None	78.95	5 00
do	None	78.95	2 00
do	None	78.95	1 25
Willis W. Cherry	Robert P. Webster	79.78	1 25
William C. Stokes	None	80.30	1 25
do	None	80.30	1 25
do	None	80.30	1 25
do	None	81.87	1 25
do	None	81.87	1 25
do	None	81.87	1 25
William W. Walton	William C. Stokes	81.58	1 25
do	do	81.58	1 25
do	do	81.58	1 25
do	None	80.45	1 26
do	None	80.45	1 25
John Hearn	None	80.94	1 25
do	None	80.94	1 25
Robt. T. Walker and Thos. Barnard	Greenwood Laflore	78.91	1 50
do do	None	80.06	1 25
do do	None	79.51	1 25
do do	None	78.36	1 25
do do	None	79.78	8 05
do do	None	80.30	1 40
do do	None	9.85	4 00
Greenwood Laflore	None	78.91	1 25
do	None	78.91	1 25
Daniel Greene	John C. McLemore and Wiley Davis	80.59	2 00
do	John C. Winston	80.30	1 57
do	Thacker W. Winter	79.85	1 25
do	do	79.85	4 10
do	None	80.15	2 15
do	None	80.15	2 05
do	None	80.15	3 15
do	None	80.33	1 90
do	Thacker W. Winter	79.85	3 05
do	Jeremiah Coleman	80.51	1 25
do	do	80.51	2 55
Matthew Tubb	None	81.57	1 25
Richard T. Archer	None	80.29	1 25
do	None	80.20	2 05
do	None	80.30	2 00
do	None	80.20	2 00
do	None	80.30	1 25
do	None	80.30	1 25
Richard Hooker	None	82.14	1 25
David McAlister	None	87.39	1 25
Richard Nall and Berry Nall	None	80.11	1 25
Garrett Kivin	None	96.61	1 40
Humphrey Scroggins	None	111.35	1 25
do	None	80.30	1 25
Wiley Davis	John C. McLemore and Wiley Davis	87.46	1 25
do	None	87.46	1 25
do	None	81.73	1 25
do	None	81.73	1 25
do	None	81.73	2 05
do	None	81.44	1 25
do	None	87.46	1 25
do	None	80.94	1 25
do	None	81.73	2 05
do	None	81.33	1 25
do	None	81.33	1 25
do	Richard T. Archer	80.45	1 25
do	do	80.45	1 25
Smith C. Daniel	None	80.33	2 70
do	None	80.33	1 35
do	None	80.33	1 25
do	None	80.06	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price. pr acre.
Taylor & Erwin	None	81.44	$1 25
Wiley Davis	John C. McLemore and Wiley Davis	81.87	1 25
Thomas McGee	None	80.06	1 25
do	None	79.85	1 25
do	None	79.85	1 25
do	None	79.85	1 75
do	None	80.06	1 65
do	None	80.06	2 00
Jeremiah Coleman	None	80.51	2 55
do	None	80.50	1 25
do	None	80.50	1 25
do	None	80.50	1 25
Peter P. Powell	None	80.58	1 55
do	None	80.58	1 25
do	None	80.58	1 25
do	None	80.29	1 25
do	None	80.58	1 25
Lemuel Bullock	None	81.48	1 90
Joseph R. Plummer	None	112.02	1 25
do	None	102.33	1 25
do	None	78.02	1 25
do	None	75.02	1 25
do	None	69.02	1 25
Eilas Hibbard	John C. McLemore and Wiley Davis	81.59	1 25
do	do do	81.44	1 25
Richard T. Archer	None	79.26	2 00
do	None	79.26	1 25
do	None	79.26	3 00
do	None	83.14	1 25
do	None	83.14	1 25
do	None	80.68	3 00
do	None	80.68	3 00
do	None	83.14	1 25
do	None	83.14	1 25
do	None	84.32	1 25
do	None	84.32	1 25
Atchison and Bell	None	84.90	1 25
Russell G. Bell	None	76.92	1 25
Samuel Atchison	None	84.85	1 25
do	None	84.85	1 25
do	None	84.85	1 25
William Gillespie	None	79.00	1 25
do	None	79.00	1 25
do	None	79.00	1 25
do	None	79.00	1 25
Henry Haile	None	79.98	1 25
do	None	79.98	1 55
John Haile	None	80.13	1 25
Nelson A. Barnett	None	79.91	1 25
do	None	79.91	1 25
Reuben Vaughn	None	81.72	1 25
do	None	87.87	1 25
Wiley Davis	John C. McLemore and Wiley Davis	81.59	1 25
do	do do	81.59	1 25
do	do do	81.48	1 25
Henry Lee	None	80.72	1 25
James Collins	None	80.06	1 25
do	None	80.06	1 25
Greenwood Laflore	None	88.49	1 25
do	None	88.49	1 25
James Matthews	Greenwood Laflore	76.59	1 25
do	None	76.59	1 29
Daniel Green	None	79.05	1 25
do	William Gillespie	78.64	1 25
Hugh Gordon	Erastus Linn	81.07	5 60
Stephen Thompson	None	79.85	1 25
do	None	79.85	1 25
Jacob Collins	Nathan Hooker	73.59	1 25
do	do	73.59	1 25
Nathan Hooker	None	78.98	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Nathan Hooker	None	78.98	$1 25
do	James Cobb	88.53	1 25
Loving Emmons	None	79.05	1 25
do	None	79.05	1 25
James Cobbs	None	88.53	1 25
do	None	88.53	1 25
do	None	88.49	1 25
do	None	88.49	1 25
William G. Doyle	William Lun	87.24	1 25
do	None	87.87	1 25
do	None	87.87	1 25
do	None	87.87	1 25
Jeremiah Coleman	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
Alfred Murdock	None	80.60	1 25
do	None	80.60	1 25
do	None	80.60	1 25
do	None	80.75	1 25
do	None	80.75	1 25
do	None	87.24	1 25
William Kirkwood	John Cain	84.89	1 25
do	do	84.89	1 25
do	do	80.20	1 25
Caleb Young	None	80.22	1 25
do	None	82.38	1 25
do	None	82.38	1 25
Daniel Greene	John J. Winston	79.73	1 25
do	None	80.06	1 25
do	James Collins	80.06	1 25
do	None	80.06	1 25
do	None	78.18	1 25
do	None	79.85	1 25
do	None	79.85	2 05
do	None	79.85	1 30
do	None	77.06	2 00
do	None	77.06	1 25
do	None	77.06	1 25
do	None	78.98	1 25
do	Nathan Hooker	78.98	1 60
do	None	76.71	1 25
do	Willis W. Cherry	84.90	1 25
do	do	80.13	1 25
do	None	80.17	1 25
do	None	79.98	1 25
do	John L. Winston	78.64	1 25
do	John J. Winston	77.59	1 25
do	None	78.18	1 25
do	John J. Winston	77.59	1 25
Isaac Lane	John L. Winston	80.57	1 25
do	None	80.57	1 25
do	None	76.59	1 25
Duncan McLeod	None	80.17	2 00
Sharkey N. McLeod	None	80.17	1 25
do	None	80.17	1 25
Taylor and Erwin	None	87.24	1 25
Jacob Hollingsworth	None	81.07	1 25
John Carpenter	None	81.07	1 25
James Abbey	None	80.60	1 25
John Harlin	None	80.17	1 25
Jacob Miller	None	78.18	1 25
do	None	78.18	1 25
Caleb Young	None	80.22	1 25
Erastus Lum & Wm. Lum	None	82.95	1 25
do do	None	80.32	1 25
do do	None	80.32	1 25
do do	None	80.32	1 25
do do	None	80.32	1 25
do do	None	81.66	1 80

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Erastus Lum & Wm. Lum	None	83.22	$1 92
do do	None	79.91	1 25
do do	None	82.95	1 25
do do	None	82.95	1 25
do do	None	84.89	1 25
do do	None	84.89	2 00
Charles Cawthon	None	79.53	1 25
do	None	79.53	1 25
Charles M. Cawthon	None	80.61	1 25
Uriah Newman	None	82.10	1 25
do	None	82.10	1 25
do	None	82.10	1 50
do	None	82.10	1 25
James W. Abbey	None	80.14	1 25
do	None	80.14	1 25
Henry Gibson and Erastus Lum	Erastus Lum	81.07	1 29
Jonathan Nelms	None	79.91	1 25
do	None	79.91	1 25
Jeoptha K. Wootan	None	79.85	1 25
Daniel McEachern	None	79.53	1 25
Stephen Johnson	None	88.90	1 25
do	None	89.28	1 25
do	None	88.90	1 25
do	None	88.90	1 25
do	None	88.56	1 25
Pernetia Duke	None	86.65	1 25
do	None	86.65	1 25
do	None	86.65	1 25
do	None	86.65	1 25
Fanny Beasley	None	87.04	1 25
do	None	87.04	1 25
Geo. W. Greene	None	87.04	1 25
do	None	87.04	1 25
Wm. M. Thompson	None	79.70	1 25
do	None	80.88	2 00
Willis W. Cherry	None	87.04	1 25
do	George W. Green	87.04	1 25
do	Jesse W. Garth	82.34	1 25
do	do	82.34	1 25
do	do	82.34	1 25
do	do	82.34	1 25
do	John L. Winston	83.86	1 25
Isaac Lane	do	83.22	1 25
do	None	83.22	1 50
do	John L. Winston	82.10	1 80
do	John J. Winston	82.10	1 25
do	John L. Winston	82.10	1 90
do	None	82.10	1 25
Daniel Greene	None	80.20	1 25
do	None	80.20	1 65
do	None	83.22	1 25
do	None	79.85	1 25
do	None	78.98	1 25
do	None	77.74	1 25
do	None	77.74	1 25
do	None	77.65	1 25
Wm. W. Whitehead	None	80.88	1 25
Winney McGahy	None	78.34	1 25
do	None	82.34	1 25
Alfred Murdock	None	79.15	1 25
do	None	79.15	1 25
do	None	80.22	1 25
Jeremiah Coleman	None	79.53	1 25
Simon Bowdon	None	79.80	1 25
do	None	79.80	1 25
Andrew Oldham	None	81.25	1 25
William Shamburger	None	79.60	1 25
John H. Wilson	None	84.85	1 30
Lorenzo Latham	None	79.60	1 30
do	None	79.60	1 25
do	None	76.79	1 75

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Lorenzo Latham	None	82.29	$2 40
do	None	78.74	1 25
do	None	78.74	1 25
do	None	78.74	1 25
do	None	85.52	1 25
do	None	85.52	1 25
do	None	78.74	1 25
do	None	75.04	1 25
do	None	76.29	1 70
Thompson B. Collins	None	78.74	2 50
Joseph Collins	None	77.93	1 25
John McCaskill	None	85.10	1 25
do	None	85.10	1 25
do	None	85.10	1 25
do	None	85.10	1 25
Hugh McReary	None	87.19	1 25
do	None	80.19	1 25
do	None	87.19	1 25
do	None	87.19	1 25
do	None	87.19	1 25
Henry Lee	None	82.29	2 50
William G. Herring	Abraham Penquite	75.04	1 55
William Kirkwood	do	75.04	2 05
do	None	77.35	1 75
do	None	83.52	2 05
William L. Pickens	William G. Herring	76.79	5 00
do	do	76.79	4 50
Isaac Lane	None	82.76	1 85
do	William L. Pickens	82.76	1 35
do	Abraham Penquite	82.29	2 60
do	do	82.29	1 90
do	None	77.93	1 25
do	None	77.93	1 25
do	None	87.93	1 25
do	None	82.76	1 45
do	None	82.76	1 25
do	John H. Wilson	84.85	2 65
do	do	84.85	1 25
do	None	83.63	2 10
Willis W. Cherry	Jesse W. Garth	77.93	1 25
do	do	79.90	1 25
do	do	79.90	1 25
do	do	79.90	1 25
do	do	79.90	1 25
Daniel Greene	None	83.63	1 25
do	None	83.63	1 25
do	None	85.52	1 45
do	None	82.26	1 25
do	None	79.93	1 25
do	Abraham Penquite	76.79	2 40
do	None	77.65	1 25
William L. Pickens	None	82.76	2 00
do	None	79.60	2 05
William L. Pickens	None	74.57	1 25
do	James C. Bolz	76.79	3 00
do	do	82.76	4 00
do	do	82.76	1 70
do	do	82.76	2 10
Erastus Lum and William Lum	None	82.29	1 90
do	None	76.79	2 90
do	None	82.29	2 05
do	Uriah Newman	74.77	1 30
Uriah Newman	None	74.77	1 25
do	None	79.46	1 85
do	None	79.46	1 25
do	None	78.17	1 25
do	None	78.17	3 35
do	None	78.17	1 25
Lemuel Bullock	Isaac Lane	82.26	1 55
do	None	79.46	1 35
do	None	79.46	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John Huffman	None	82.26	$1 25
do	Isaac Lane	79.90	4 00
William G. Doyle	Erastus Lum and William Lum	76.23	3 00
do	do do	76.23	3 00
do	do do	76.23	1 25
do	do do	76.23	1 25
do	do do	76.23	1 25
William Kirkwood	Patrick Sullivan	78.17	1 25
do	None	79.46	1 25
William L. Pickens	William G. Herring	76.79	5 00
John Huffman	None	79.90	8 25
Uriah Newman	None	78.17	1 25
Isaac Lane	None	79.90	1 25
do	John Huffman	79.90	1 25
Daniel Greene	Abraham Penquite	82.23	2 25
do	do	82.23	3 70
Isaac Lane	Edmunds G. Whitehead	77.36	1 25
do	do	77.36	1 35
do	None	81.42	1 25
do	John Gary and Allen Gary	79.93	3 67
do	do do	79.93	3 00
do	None	77.31	1 25
do	Edmunds G. Whitehead	77.31	1 25
do	None	84.62	1 25
do	John Gary and Allen Gary	79.94	2 45
do	do do	79.94	2 45
do	do do	79.94	1 85
do	William Y. Collins	75.61	2 60
do	do	75.61	2 50
do	do	75.61	1 25
do	do	75.61	1 25
Daniel Greene	do	80.13	1 70
do	do	79.73	1 55
do	do	79.73	1 75
do	do	79.73	2 01
do	do	79.73	1 65
do	do	79.73	1 35
do	John L. Winston	79.88	1 25
do	John Gary and Allen Gary	79.93	2 00
do	Daniel Garner	79.94	1 70
do	Willis W. Cherry	80.00	1 25
do	None	81.03	1 25
do	Edmunds G. Whitehead	77.36	1 25
do	None	77.36	1 25
do	None	81.42	1 25
do	Willis W. Cherry	81.03	1 25
do	John Gary and Allen Gary	79.94	1 75
do	Daniel Garner	79.94	1 25
do	Elias Hibbard	80.24	2 25
do	Lorenzo Latham	80.24	2 05
William Y. Collins	None	75.34	1 25
do	None	79.78	1 25
do	None	79.78	1 55
do	None	75.34	1 25
do	None	75.34	1 25
do	None	75.34	1 25
do	None	78.75	1 25
do	None	80.13	1 25
do	None	80.13	1 25
William Forby	None	78.75	1 25
Daniel Stafford	William Y. Collins	75.61	2 00
do	do	75.61	1 65
do	do	75.61	1 80
do	do	75.61	1 80
Absalom W. Herring	William G. Herring	81.97	1 40
do	None	81.42	1 25
do	None	81.42	1 25
Martin Nelms	None	81.63	1 25
Stephen Johnson	None	79.58	1 25
do	None	79.58	1 25
do	None	79.98	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John Goza	None	80.15	$1 25
do	None	79.98	1 25
Elisha Applewhite	None	80.12	1 25
do	None	80.12	1 25
Thomas Bovard	None	81.24	1 25
do	None	77.73	1 25
William L. Pickens	Edmund G. Whitehead	76.40	1 25
Hugh R. Young	None	77.78	2 55
Edwin Smith	None	77.78	1 25
James Oliver	Daniel Stafford	81.03	1 25
John M. McAlister	None	79.84	1 25
James A. Scott	None	79.99	1 27
do	None	79.99	1 25
do	None	79.99	1 65
Mark Noble	None	79.73	1 70
do	None	80.00	2 10
do	None	80.00	1 80
do	None	82.02	1 25
do	None	79.59	1 82
do	None	79.59	2 45
do	None	80.24	2 70
Allen Gary	John Gary and Allen Gary	79.93	4 70
do	William Y. Collins	81.03	1 25
do	John Gary and Allen Gary	79.94	1 70
do	do do	79.93	3 50
do	do do	79.94	1 70
Pernetia Duke	None	80.01	1 25
do	None	80.01	1 25
Jeremiah Coleman	Allen Gary	77.78	1 25
do	do	77.78	1 25
do	do	77.78	1 25
do	do	77.78	1 25
Elias Hibbard	None	80.24	3 50
do	None	80.15	2 80
do	None	80.24	1 75
do	None	79.79	1 25
do	None	79.79	1 25
do	None	79.79	1 85
do	None	80.01	1 25
do	None	80.01	1 25
do	None	80.01	1 25
do	None	79.99	1 25
do	None	79.99	1 70
Smith C. Daniel	None	81.50	1 25
do	None	81.50	1 25
Daniel Garner	None	79.59	1 25
do	None	79.59	1 29
William G. Doyle	None	80.03	1 25
do	William W. Whitehead	80.03	1 25
Lorenzo Latham	None	80.24	2 00
do	None	79.72	1 25
do	None	79.72	1 45
do	None	75.34	1 25
do	None	79.94	1 70
do	None	79.88	1 65
do	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
do	None	79.98	1 25
do	None	80.00	1 25
do	None	79.93	1 45
do	None	79.73	1 55
do	None	79.73	1 25
Jeremiah Coleman	Lorenzo Latham	79.72	1 25
Sterling Powell	William W. Whitehead	80.03	4 05
do	do	80.03	2 74
do	do	80.03	2 05
do	do	80.03	3 00
do	do	80.03	3 50
do	do	80.03	5 01
William W. Whitehead	None	79.93	1 39

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
William W. Whitehead	None	79.93	$1 59
Mark Noble	None	79.58	1 25
do	None	77.29	1 25
do	None	82.02	1 25
Lemuel Bullock	None	79.94	1 50
Edmund G. Whitehead	None	77.78	1 55
Elias Hibbard	None	80.00	1 50
do	None	80.00	1 49
Smith C. Daniel	Absalom W. Herring	83.61	1 25
do	None	81.70	1 25
do	None	81.70	1 25
do	None	81.70	1 25
do	Absalom W. Herring	83.61	1 25
do	None	80.38	1 25
do	None	80.38	1 25
do	William G. Herring	81.45	1 25
do	None	81.70	1 25
do	None	78.85	1 25
do	John Huffman	80.30	1 25
do	None	80.20	1 25
do	None	80.20	1 25
Drury Sumrall and John Oldham	John Oldham	84.46	1 25
do do	do	84.46	1 25
Henry Gibson	None	79.54	1 25
do	None	76.56	1 25
do	None	77.88	1 25
do	None	74.42	1 25
do	None	80.04	1 50
do	None	80.04	1 75
do	None	80.04	1 65
do	None	80.04	1 25
do	None	74.42	1 25
Drury Sumrall	None	80.35	1 25
Daniel Greene	William G. Herring	81.50	1 45
do	do	81.45	1 80
Samuel Bell	George W. Martin	78.70	1 25
do	do	78.70	1 25
William G. Herring	None	80.31	1 25
do	None	81.50	1 25
Jacob Collins	William G. Herring	84.89	1 25
Charles Moorehead	None	80.34	1 25
do	None	80.30	1 25
Thomas Bouden	None	80.62	1 25
do	None	80.62	1 25
do	None	80.52	1 25
John A. Newell	None	79.90	1 25
do	None	79.90	1 25
Willis M. Cherry	Jesse W. Garth	79.90	1 25
do	do	79.90	1 25
do	Vines M. Lindsey	80.38	1 25
do	Jesse W. Garth	79.66	1 25
Daniel Greene	Vines M. Lindsey	78.85	1 35
James Lindsey	None	80.00	1 25
do	None	80.00	1 25
do	None	80.00	1 25
John Lindsay	None	80.38	1 25.
do	None	80.38	1 25
Vines M. Lindsay	None	80.38	1 31
do	None	80.00	1 25
William G. Doyle	Vines M. Lindsey	80.00	1 25
James Collins	None	78.47	6 12
do	None	78.47	4 70
Daniel Greene	John J. Winston	78.87	1 93
do	do	78.47	2 01
do	do	78.47	1 75
do	do	78.47	2 52
do	do	78.47	3 31
do	do	78.47	3 26
do	None	85.52	3 03
do	None	85.52	2 51

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Drury Sumrall and Edmund G. Whitehead and William Peery..	George W. Martin	80.33	$1 25
Drury Sumrall and Edmund G. Whitehead and William Peery..	do	80.33	1 60
Drury Sumrall and Edmund G. Whitehead and William Peery..	do	80.33	1 25
Drury Sumrall and Edmund G. Whitehead and William Peery..	do	79.91	1 25
Absalom W. Herring	William G. Herring	85.52	4 00
Lemuel Bullock	Edmund G. Whitehead	80.32	1 25
do	do	80.08	1 25
James C. Boles	None	85.52	1 68
do	William G. Herring	85.52	2 35
William Peery	Martin and Claibourn	80.15	1 25
do	do	80.08	1 25
do	do	80.32	1 25
Reuben H. Grant	None	79.93	1 25
Ezekiel Barron	None	79.95	1 25
Josiah Prestridge	None	80.00	1 25
Thomas Davis	None	79.48	1 25
do	None	79.48	1 25
do	None	79.48	1 25
Benjamin Prestridge	None	84.01	1 25
do	None	84.01	1 25
Larkin Prestridge	None	80.40	1 25
do	None	80.20	1 25
Moses Lewis	None	80.07	1 25
do	None	80.07	1 25
do	None	80.07	1 25
Hopson Owen	Moses Lewis	79.94	1 55
do	Jesse W. Garth	79.13	1 25
do	do	79.13	1 25
Reuben H. Grant	Moses Lewis	80.48	3 08
Gilmer and Marks	None	79.94	1 75
William Colbert	None	80.24	1 30
do	None	80.24	1 25
John Nelson, Fred'k Peck, and John Ervin	None	80.16	2 20
Simeon Maxwell	None	79.94	1 50
do	None	80.48	1 52
do	None	79.94	2 00
Edmund King	None	80.82	1 71
Asa Reed	None	80.04	1 25
Jeoptha Perryman	None	80.24	1 36
do	None	80.24	1 50
do	None	79.79	1 25
Boling C. Burnet	None	81.01	2 01
do	None	79.13	1 90
George U. Ledbetter	William R. Cox	77.77	1 25
do	None	77.17	1 25
Gains Whitfield	None	79.94	2 02
Boling C. Burnet	None	81.01	1 25
Jesse W. Garth	None	79.13	1 75
do	None	79.13	1 40
Reddick Sims	None	79.84	1 91
do	None	79.94	2 28
do	None	80.48	1 92
do	None	80.48	1 25
do	None	79.84	1 99
T. B. Goldsby and M. G. Wood	None	79.94	1 36
do do	None	79.94	1 41
do do	None	80.94	1 35
John B. Jones	None	80.30	1 25
do	None	76.79	1 25
do	None	81.01	1 40
do	None	79.13	1 50
John S. Jemison	None	79.84	1 33
do	None	79.84	1 61
Anthony Winston	None	80.62	1 25
do	None	80.61	1 25
do	None	80.61	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Anthony Winston	None	80.61	$1 25
do	None	80.48	2 71
do	None	80.16	1 65
do	None	80.62	1 25
do	None	80.16	1 25
do	None	80.16	1 25
do	None	80.16	1 44
do	None	80.16	1 25
do	None	80.61	1 25
do	None	80.61	1 56
do	None	80.61	2 50
Edward Sims	None	80.99	3 64
do	None	80.94	1 51
do	None	80.94	3 05
do	None	80.99	1 25
do	None	80.99	1 31
do	None	80.99	1 55
McKinney Holderness	None	80.94	2 39
John Gregory	None	80.94	1 40
James Hogan	None	79.51	1 25
do	None	79.51	1 28
Edward Sims	None	79.51	1 25
John S. Jemison	None	83.65	1 60
do	None	83.65	1 39
do	None	83.28	1 54
do	None	83.44	1 25
do	None	83.44	1 40
Robert Jemison	None	80.55	1 86
do	None	79.61	2 00
do	None	79.05	2 00
do	None	80.55	1 30
do	None	79.61	2 13
Daniel Greene	T. Freeland, S. C. Daniel, and H. Gibson	78.25	1 25
do	do do do	78.25	1 25
do	Henry Gibson	80.99	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	78.25	1 25
do	do do do	78.25	1 25
do	Robert Bell and Wm. C. Gillaspie	79.61	1 28
do	do do	79.61	1 74
do	Alfred Battle	77.07	1 64
do	do	77.07	1 25
do	Robert Bell and Wm. C. Gillaspie	79.61	2 00
do	do do	79.50	1 55
do	do do	79.61	2 30
do	Araunah Bardwell	80.24	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.66	1 25
do	John G. Skinner	79.58	1 25
do	Jesse W. Garth	79.58	1 25
do	Alfred Battle	79.32	1 25
do	John Nelson, Frederick Peck, and John Erwin	78.58	1 25
do	Alfred Battle	78.58	1 25
do	Dosly A. Outlaw	79.05	2 12
do	Elias Dejarnat	79.05	2 08
do	None	80.55	1 29
do	Robert Bell and Wm. C. Gillaspie	79.61	2 00
do	Elias Dejarnat	79.32	1 25
do	James Rentfrow, jun.	79.32	1 28
do	Charles W. Petens	80.55	1 88
do	Alfred Battle	79.32	1 49
do	Elias Dejarnat	79.32	1 53
do	James McDonald	79.32	1 25
do	Jesse W. Garth	78.58	1 25
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	78.58	1 25
Joseph Berry Earl	Jesse W. Garth	79.58	1 25
do	do	79.58	1 99
do	John L. Winston	79.58	2 00
do	John G. Skinner	79.58	1 31
do	do	79.32	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Joseph Berry Earl	Alfred Battle	79.32	$1 25
do	John L. Winston	79.58	1 25
do	Jesse W. Garth	79.58	1 25
do	Dossy A. Outlaw	79.58	1 25
do	Thomas McGee	79.75	1 25
do	do	79.75	1 25
do	Robert Bell and Wm. C. Gillaspie	79.61	2 06
do	Elias Dejarnat	79.05	1 98
do	James Hogan	79.51	1 25
do	do	79.51	1 57
do	Thomas McGee	79.75	1 25
do	Robert Bell and Wm. C. Gillaspie	79.50	1 70
do	John G. Skinner	79.58	1 25
Malcolm Gilchrist	None	83.28	1 25
do	Elias Dejarnat	83.85	1 52
do	do	83.85	1 25
do	Lemuel M. Fields	77.07	1 25
do	James McDonald	77.07	1 25
do	Lemuel M. Fields	77.07	1 25
do	James McDonald	77.07	1 25
do	do	77.07	1 50
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	77.78	1 25
do	do do do	77.78	1 25
do	Thomas S. Rentfrow	79.50	2 00
do	T. Freeland, S. C. Daniel, and H. Gibson	79.51	1 25
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	77.78	1 25
do	William J. Weaver	79.75	1 65
do	T. Freeland, S. C. Daniel, and H. Gibson	79.64	1 25
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	79.75	1 54
do	Jesse W. Garth	78.58	1 25
do	John G, Skinner	78.58	1 25
do	Alfred Battle	78.58	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	79.64	1 25
do	do do do	79.05	1 25
do	do do do	79.05	1 25
do	Alfred Battle	79.50	1 25
do	Robert Bell and Wm. C. Gillaspie	79.50	1 25
do	do do	80.55	1 53
do	Elias Dejarnat	79.05	1 25
do	do	79.05	1 25
do	Alfred Battle	79.50	2 01
do	Robert Bell and Wm. C. Gillaspie	80.55	1 54
do	do do	80.55	1 52
do	T. Freeland, S. C Daniel, and H. Gibson	80.12	1 25
do	Jesse W. Garth	80.12	1 25
do	None	80.12	1 25
do	Jesse W. Garth	79.75	1 52
do	Araunah Bardwell	80.12	1 25
do	Jesse W. Garth	80.12	1 25
do	Araunah Bardwell	80.12	1 25
do	James Hogan	78.58	1 25
Jesse W. Garth	Elias Dejarnat	77.78	1 25
do	None	77.78	1 25
do	Elias Dejarnat	77.78	1 25
do	None	77.78	1 25
do	None	77.78	1 25
do	William Ward	83.85	1 25
do	do	83.28	1 25
do	None	83.28	1 50
do	James Hogan	83.28	1 29
James Rentfrow	None	79.50	1 64
do	None	79.50	1 25
William Ward	None	83.85	1 91
McKinney Holderness	Robert Bell and William C. Gillaspie	83.85	1 25
do	do do	83.85	1 25
do	George Cockburn	83.44	1 25
do	do	83.44	1 25
do	do	79.64	1 25
do	Araunah Bardwell	79.64	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
*G.W. Martin and J.F.H. Claibourn	.....	80.24	$1 30
*do do	.....	79.94	1 88
*do do	.....	79.94	1 41
*do do	.....	79.59	1 25
*do do	.....	79.71	1 25
*do do	.....	79.93	1 25
*do do	.....	80.24	1 25
*do do	.....	80.25	1 25
*do do	.....	80.33	1 25
*do do	.....	80.24	1 25
*do do	.....	80.33	1 25
Nimrod Davis	None	80.20	1 25
do	None	80.20	1 25
Joseph Keene	John Davis	80.39	1 25
do	do	80.39	1 27
Robert A. Lampkin	None	80.13	1 25
Bentley D. Arnold	None	81.37	1 25
do	None	81.37	1 25
do	None	80.24	1 25
Joseph Berry Earle	Philip J. Weaver	80.32	1 25
do	Peter C. Rentfrow	80.32	1 25
do	do	80.32	1 25
do	Philip J. Weaver	80.25	1 25
do	do	80.25	1 25
do	do	80.25	1 25
do	do	80.25	1 25
do	do	80.25	1 25
do	M. G. Woods and T. B. Goldsby	80.15	1 25
do	John B. Jones	80.13	1 25
do	M. G. Woods and T. B. Goldsby	80.15	1 25
do	do do	80.45	1 25
do	do do	80.02	1 25
do	James Hogan	74.40	1 25
do	M. G. Woods and T. B. Goldsby	80.02	1 25
do	do do	80.12	1 25
do	James Hogan	74.34	1 25
do	M. G. Woods and T. B. Goldsby	80.12	1 25
do	James J. Harrison	80.12	1 25
do	do	80.12	1 25
do	James Hogan	74.33	1 25
do	M. G. Woods and T. B. Goldsby	80.12	1 25
do	James Hogan	74.33	1 25
do	M. G. Woods and T. B. Goldsby	80.12	1 25
do	James Hogan	74.42	1 25
do	do	74.33	1 25
do	Alfred Battle	80.53	1 25
do	do	80.53	1 25
do	Thomas McGee	80.27	1 25
do	T. Freeland, S. C. Daniel and H. Gibson ...	80.27	1 25
do	William R. Cox	80.27	1 25
do	T. Freeland, S. C. Daniel and H. Gibson ...	80.27	1 25
do	M. G. Woods and T. B. Goldsby	80.68	1 25
do	do do	80.68	1 25
do	William R. Cox	80.36	1 25
do	do	80.36	1 25
do	Assigned; name of assignee omitted	80.20	1 25
do	John B. Jones	80.16	1 25
do	do	80.16	1 25
do	M. G. Woods and T. B. Goldsby	80.16	1 25
do	do do	80.16	1 25
John Nelson, Fred. Peck, and John Erwin	James Hogan	74.42	1 25
Edward Sims	Philip J. Weaver	80.41	1 25
do	do	80.41	1 25
do	do	80.41	1 25
Daniel Greene	None	80.39	1 25
do	None	80.12	1 25
do	Calvin Cushman	80.12	1 25

NOTE.—The eleven tracts marked thus *, not indicated in the monthly return of the register, appear, from the certificate and receipt, to have been sold to the persons designated above, and for the sums opposite their respective names.

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Daniel Greene	Assigned; name of assignee omitted	80.12	$1 25
do	Calvin Cushman	80.12	1 25
do	James Eckford	80.32	1 25
do	Hugh Wiseman	80.32	1 25
do	John Wiseman	80.32	1 25
do	James Wiseman	80.32	1 25
do	John B. Jones	80.20	1 25
do	do	80.20	1 25
do	John S. Jemison	80.20	1 25
do	James Eckford	80.20	1 25
do	John S. Jemison	79.95	1 25
do	James Eckford	79.95	1 25
do	Simeon Maxwell	80.29	1 25
do	do	80.29	1 25
do	George J. Ragsdale	80.32	1 25
do	Percival Halbert	81.01	1 25
do	John Brownler	81.37	1 25
do	James McDonald	80.20	1 25
do	do	80.20	1 25
do	Percival Halbert	81.01	1 25
do	John Brownler	81.37	1 25
do	James McDonald	80.20	1 25
do	George S. Ragsdale	80.32	1 25
do	Micajah Brooks	81.37	1 25
do	None	80.29	1 25
do	M. G. Woods and T. B. Goldsby	80.15	1 25
do	None	80.29	1 25
do	None	80.29	1 25
do	None	80.29	1 25
do	William A. Harrison	80.40	1 25
do	None	80.40	1 25
do	T. Freeman, S. C. Daniel, and H. Gibson	80.40	1 25
do	Robert A. Lamkin	80.13	1 25
do	William Cushman	80.15	1 25
do	Robert A. Lamkin	80.15	1 25
Malcolm Gilchrist	John S. Jemison	81.72	1 25
do	Edmund King	81.72	1 25
do	John S. Jemison	81.72	1 25
do	Edmund King	81.99	1 40
do	John S. Jemison	80.69	1 25
do	Edmund King	81.72	1 25
do	do	81.99	1 40
do	John Gregory	80.39	1 25
do	George I. Ragsdale	80.39	1 25
do	Zachariah House	80.45	1 25
do	John Gregory	80.39	1 25
do	George I. Ragsdale	80.39	1 25
Jesse W. Garth	M. G. Woods and T. B. Goldsby	80.48	1 25
do	John S. Jemison	79.95	1 25
do	do	79.95	1 25
do	M. G. Woods and T. B. Goldsby	80.48	1 25
do	do do	80.48	1 25
do	John Nelson, Fred Peck, and John Erwin	80.48	1 25
do	John Gregory	80.39	1 25
do	Margaret Flemming	79.95	1 25
do	Calvin Cushman	80.16	1 25
do	Mary Nelson	79.95	1 25
do	George I. Ragsdale	80.16	1 25
do	do	80.16	1 25
do	M. G. Woods and T. B. Goldsby	80.17	1 25
do	Wm. Ward	80.17	1 49
do	do	80.17	1 25
do	Godman G. Griffin	80.68	1 25
do	do	80.60	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.68	1 25
John Halbert	Bentley D. Arnold	80.69	1 25
William R. Cox	None	80.04	1 25
do	None	80.04	1 25
do	None	80.04	1 25
do	None	80.04	1 25
Daniel Greene	T. Freeland, S. C. Daniel, and H. Gibson	81.92	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Daniel Greene	T. Freeland, S. C. Daniel, and H. Gibson	81.92	$1 33
do	do do do	81.92	1 25
do	Edward Sims	79.71	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.14	1 25
do	John Nelson, Fred. Peck, and John Erwin	80.14	1 25
do	Bryan Watkins	80.14	1 25
do	Philip I. Weaver	80.07	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.07	1 25
do	Philip T. Weaver	80.07	1 25
do	John L. Winston	80.08	1 25
do	John Nelson, Fred. Peck, and John Irwin	82.86	1 31
do	James Hogan	78.79	1 25
do	Edward Sims	79.71	1 25
do	Philip J. Weaver	80.14	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.14	1 25
do	Elias Dejarnat	80.14	1 25
do	John Nelson, Fred. Peck, and John Erwin	82.85	1 25
do	Jesse W. Garth	81.91	1 29
do	James Gay	82.85	1 25
do	Henry W. Hunt	81.99	1 29
do	James Gay	82.53	1 25
do	John Nelson, Fred. Peck, and John Erwin	82.85	1 25
do	do do do	79.25	1 25
do	James Gay	82.53	1 25
do	do	79.25	1 25
do	Thomas McGee	82.64	1 25
do	John Nelson, Fred. Peck, and John Erwin	78.64	1 25
do	Elias Dejarnat	80.12	1 25
do	John Nelson, Fred. Peck, and John Erwin	80.12	1 25
do	do do do	80.12	1 25
do	do do do	80.14	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.14	1 25
do	Edward Sims	79.71	1 25
do	John Perkins and Wm. W. Neilson	82.86	1 25
do	Edward Sims	79.71	1 25
do	John Nelson, Fred. Peck, and John Erwin	78.79	1 25
do	do do do	78.79	1 25
do	Benj. B. Fontaine	82.29	1 25
do	John Nelson, Fred. Peck, and John Erwin	78.79	1 25
do	Philip J. Weaver	82.29	1 25
do	do	82.29	1 25
do	John Nelson, Fred. Peck, and John Erwin	80.07	1 25
do	James Hogan	80.07	1 31
do	John Nelson, Fred. Peck, and John Erwin	80.07	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.07	1 29
do	do do do	80.07	1 25
do	Alfred Battle	80.63	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	81.92	1 25
do	do do do	81.92	1 25
do	do do do	81.92	1 25
do	Goodman G. Griffin	81.72	1 25
do	do	81.72	1 25
do	Alfred Battle	80.27	1 25
do	Lemuel N. Fields	80.27	1 25
do	Alfred Battle	80.27	1 25
do	John Nelson, Fred. Peck, and John Erwin	80.27	1 25
Joseph Berry Earle	None	81.88	1 25
do	John R. Drisk	81.88	1 25
do	do	81.88	1 25
do	do	81.88	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	79.75	1 25
do	Benj. B. Fontaine	79.75	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	79.75	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	79.75	1 25
do	Thomas McGee	81.29	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	79.75	1 25
do	Edw'd Sims, Moses Lewis, and Thos. McGee.	79.75	1 25

A.—*Statement of the quantity of land sold*—Continued

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Joseph Berry Earle	T. Freeland, S. C. Daniel, and H. Gibson	79.25	$1 25
do	None	79.25	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	79.25	1 25
do	James Gay	82.91	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	79.25	1 25
do	James Gay	82.91	1 37
do	do	82.91	1 31
do	do	82.64	1 25
do	do	78.64	1 25
do	do	82.64	1 25
do	John Nelson, Fred. Peck, and John Erwin	82.53	1 25
Malcomb Gilchrist	Charles M. Peters	81.38	1 25
do	Daniel W. Ragsdale	81.38	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	81.38	1 25
do	Edmund King	81.38	1 25
do	do	81.38	1 25
do	John Ferkins and William W. Neilson	81.38	1 25
do	Thomas McGee	81.38	1 25
do	do	81.38	1 25
do	John R. Drisk	81.88	1 25
do	Benj. B. Fontaine	81.29	1 25
do	John H. Gay	81.88	1 25
do	do	81.88	1 25
do	James Gay	81.88	1 25
do	do	81.29	1 25
do	Edward Sims, Thomas McGee, and Moses Lewis	81.29	1 25
do	Benj. B. Fontaine	81.29	1 25
do	Thomas McGee	81.29	1 25
do	Robert Lamkin	79.90	1 25
do	Edward Sims, Thomas McGee, and Moses Lewis	82.79	1 25
do	Edward Sims, Thomas McGee, and Moses Lewis	83.32	1 25
do	Edward Sims, Thomas McGee, and Moses Lewis	82.79	1 25
do	Edward Sims, Thomas McGee, and Moses Lewis	80.33	2 52
do	Thomas Townsend	80.33	1 56
do	Edward Sims, Moses Lewis, and Thomas McGee	82.79	1 25
do	Thomas McGee	81.29	1 25
do	Elijah Hogan	81.79	1 25
do	do	81.79	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	80.23	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	80.33	1 61
do	Edward Sims, Moses Lewis, and Thomas McGee	82.79	1 25
Jesse W. Garth	John S. Jamison	80.04	1 26
do	T. Freeland, S. C. Daniel, and H. Gibson	80.08	1 25
do	do do do	80.08	1 25
do	John L. Winston	80.08	1 25
do	do	80.08	1 25
do	do	80.08	1 25
do	Dossey Outlaw	80.08	1 26
do	do	80.08	1 35
do	Henry W. Hunt	81.99	1 26
do	James Hogan	79.99	1 25
do	do	79.98	1 25
do	do	79.99	1 25
do	John S. Jamison	79.99	1 25
do	Charles W. Peters	79.99	1 25
McKinney Holderness	James Rentfrow	78.64	1 33
do	James Hogan	82.44	1 45
do	George J. Ragsdale	80.87	1 25
do	do	80.87	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	82.66	1 25
do	do do do	78.79	1 31

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
McKinney Holderness	James Rentfrow	78.64	$1 25
Araunah Bardwell	None	80.87	1 51
do	None	80.87	1 50
do	None	82.66	1 50
James Hogan	None	82.86	1 33
John S. Jamison	None	79.99	1 25
David C. Richards	William Dowsing	80.12	1 32
do	do	82.66	1 54
do	do	82.91	1 44
Wm. Gilmer and Wm. Marks	None	79.66	2 38
do do	None	79.66	1 25
do do	None	79.76	1 67
do do	None	79.76	2 61
do do	None	79.76	1 91
do do	None	79.93	2 01
do do	None	78.43	1 99
do do	None	78.43	1 51
do do	None	78.43	1 59
do do	None	78.43	2 00
do do	None	78.43	1 87
do do	None	78.43	2 01
do do	None	78.63	1 96
do do	None	78.63	2 51
do do	None	79.18	1 71
do do	None	79.18	1 61
do do	None	79.18	1 70
do do	None	79.18	1 96
do do	None	79.76	2 00
do do	None	79.76	2 50
do do	None	79.76	2 28
do do	None	79.76	2 22
do do	None	79.57	1 42
do do	None	79.18	1 70
do do	None	79.18	1 60
James McClanahan	None	79.57	2 01
do	None	79.57	1 50
Philip I. Weaver	Thomas McGee	79.90	1 25
do	do	79.85	1 25
do	Geo. J. Ragsdale	79.85	1 25
do	do	79.85	1 25
do	do	79.85	1 25
do	None	80.17	1 25
do	Thomas McGee	79.75	1 25
do	do	79.75	1 25
do	do	79.53	2 00
do	do	78.63	1 70
do	None	79.66	2 52
do	John R. Drisk	79.66	1 25
do	None	79.93	1 25
do	None	80.14	1 26
do	Geo. J. Ragsdale	80.14	1 25
do	None	80.00	1 25
do	None	80.00	1 26
do	Thomas McGee	80.00	1 25
do	Henry L. Shackleford	80.00	1 25
do	Thomas McGee	80.00	1 25
do	do	80.00	1 25
Daniel Greene	David Reese	81.35	1 25
do	do	81.35	1 25
Joseph Berry Earle	T. Freeland, S. C. Daniel, and H. Gibson	80.91	1 25
do	Thomas McGee	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	do	79.37	1 25
do	None	80.56	1 25
do	Walter M. Bennett	80.56	1 25
do	John Nelson, Fred. Peck, and John Erwin	80.56	1 25

A.—*Statement of the quantity of land sold.*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Joseph Berry Earle	None	80.56	$1 25
do	John R. Drisk	80.29	1 25
do	Dabney A. Martin	80.29	1 25
do	Jesse W. Garth	80.29	1 25
do	Wm. Valentine	80.29	1 25
do	do	80.29	1 25
do	do	80.29	1 25
do	Dabney A. Martin	80.29	1 25
do	do	80.29	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.91	1 25
do	John Swift	81.04	1 25
do	Thomas McGee	81.04	1 25
do	John Swift	81.04	1 25
do	Allen Glover, Francis L. Lyon, and Goodman G. Griffin	80.31	1 25
do	Allen Glover, Francis L. Lyon, and Goodman G. Griffin	80.31	1 25
do	Allen Glover, Francis L. Lyon, and Goodman G. Griffin	80.31	1 25
do	Allen Glover, Francis L. Lyon, and Goodman G. Griffin	80.31	1 25
do	David Reese	80.86	1 25
do	do	80.86	1 25
Jesse W. Garth	Edward Sims, Moses Lewis, and Thomas McGee	80.33	13 00
do	Thomas McGee	78.81	1 35
do	David W. Ragsdale	78.81	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	78.81	1 49
do	John S. Jemison	78.81	1 30
do	T. Freeland, S. C. Daniel, and H. Gibson	75.81	1 30
do	None	78.81	1 25
do	Thomas McGee	78.81	1 25
do	do	78.81	1 25
do	do	81.00	2 80
do	Joseph Joiner	80.71	1 25
do	Joseph B. Earle	80.71	1 25
do	Rickets Copeland	80.71	1 25
Malcomb Gilchrist	Edward Sims, Thos. McGee and Moses Lewis	80.33	3 21
do	do do do	80.33	5 85
do	do do do	83.61	1 25
do	do do do	83.61	1 25
do	do do do	83.61	3 53
do	do do do	83.61	1 25
do	do do do	83.61	1 25
do	do do do	83.61	1 25
do	do do do	83.61	1 25
do	do do do	83.61	1 25
do	Thomas McGee	78.63	1 25
do	do	78.63	1 65
do	do	78.63	2 49
do	do	79.18	1 25
do	John R. Drisk	79.18	1 25
do	Alfred Battle	80.86	1 59
do	do	80.86	1 75
do	John Perkins and Wm. W. Neilson	80.86	1 71
do	T. Freeland, S. C. Daniel and H. Gibson	80.86	1 51
do	McKinney Holderness	80.91	1 25
do	Dabney A. Martin	81.06	1 25
do	do	81.06	1 49
do	do	81.06	1 51
do	do	81.06	1 25
do	do	81.06	1 25
do	do	81.06	1 59
do	John Swift	81.04	1 25
do	Henry W. Hunt	80.86	1 25
do	Rickets Copeland	80.86	1 25
do	Wiley Copeland	80.86	1 25
Gains Whitfield	Jesse W. Garth	81.04	1 28
McKinney Holderness	Thomas McGee	79.61	1 25
do	Jesse W. Garth	79.61	1 25
do	Thomas McGee	79.61	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
McKinney Holderness	Thomas McGee	79.61	$1 25
do	Dabney A. Martin	80.91	1 25
do	Stephen E. Nash	80.91	1 25
do	Dabney A. Martin	80.91	1 25
do	T. Freeland, S. C. Daniel and H. Gibson	80.91	1 25
do	Thomas McGee	80.91	1 25
do	Dabney A. Martin	81.06	1 25
do	do	81.06	1 25
do	T. Freeland, S. C. Daniel and H. Gibson	81.35	1 25
do	Stephen E. Nash	81.35	1 25
do	David Reese	81.35	1 25
do	do	81.35	1 25
do	Elias Dejarnat	80.70	1 25
do	Joseph B. Earle	80.86	1 25
Richard Hester	Jesse W. Garth	80.56	1 25
John S. Jemison	None	81.04	1 25
David C. Richards	William Dowsing	80.86	2 91
do	do	80.86	3 00
do	do	80.86	2 01
do	do	80.86	1 69
do	do	79.61	1 38
do	do	79.61	1 25
do	do	79.61	1 47
do	do	79.61	1 34
Wiley P. Harris	Thomas McGee	80.33	3 79
Thomas D. Connell	Daniel W. Ragsdale	80.71	1 25
Daniel W. Ragsdale	Martin Ruple	80.71	1 25
James Hogan	None	80.66	1 25
James Walton	None	81.00	2 69
do	None	80.70	1 25
do	None	81.00	2 85
do	None	80.70	1 52
Conway O. Barton	None	81.00	4 00
do	None	81.00	2 59
do	None	81.00	3 02
Daniel Greene	James Eckford	80.32	1 25
do	McKinney Holderness	79.56	1 25
do	Edward Sims and Moses Lewis	79.56	1 54
do	do do	79.56	1 25
do	do do	79.56	1 25
do	do do	79.56	1 25
do	do do	82.89	1 25
do	do do	82.89	1 25
do	do do	82.89	1 25
do	Gains Whitfield	82.89	1 25
do	do	82.89	1 25
do	Henry Gibson	82.90	1 25
do	do	82.90	1 25
do	do	82.90	1 25
do	do	82.90	1 25
do	do	82.90	1 25
do	Edward Sims and Moses Lewis	79.94	1 25
do	do do	79.94	1 25
do	do do	79.94	1 25
do	do do	79.94	1 25
do	Henry Gibson	80.09	1 25
do	Edward Sims and Moses Lewis	80.09	1 25
do	do do	80.09	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.09	1 25
do	Edward Sims and Moses Lewis	80.09	1 25
do	William Cocknel	80.09	1 25
do	do	80.09	1 25
do	Edward Sims and Moses Lewis	79.60	1 25
do	McKinney Holderness	79.60	1 25
do	Edward Sims and Moses Lewis	79.60	1 25
do	do do	79.60	1 25
do	McKinney Holderness	79.60	1 25
do	Edward Sims and Moses Lewis	79.60	1 25
do	Jesse W. Garth	79.60	1 25
do	McKinney Holderness	79.60	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Daniel Greene	Elisha H. Sharp	79.98	$1 25
do	do	79.98	1 25
Joseph B. Earle	Moses Lewis and Edward Sims	82.85	1 25
do	William Cockrell	82.85	1 25
do	do	82·85	1 25
do	Edward Sims and Moses Lewis	82.88	1 25
do	do do	82.88	1 25
do	do do	82.88	1 25
do	Philip J. Weaver	82.88	1 25
do	Edward Sims and Moses Lewis	82.88	1 25
do	do do	82.88	1 25
do	Thomas McGee	79.97	1 25
do	do	79.97	1 25
do	do	79.97	1 25
do	do	79.97	1 25
do	William Winston	79.95	1 25
do	do	79.95	1 25
do	do	79.95	1 25
do	Wiley P. Harris	79.95	1 25
do	do	79.95	1 35
do	William Winston	79.95	1 25
do	None	79.95	1 25
do	None	79.95	1 25
do	T. Freeland, S. C. Daniel, H. Gibson	79.67	1 25
do	do do do	79.67	1 25
do	William Winston	79.67	1 25
do	Thomas McGee	79.67	1 25
do	William Winston	79.67	1 25
do	do	79.67	1 25
do	Wiley P. Harris	79.67	1 25
do	do	79.67	1 25
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	79.98	1 25
do	Philip J. Weaver	79.98	1 25
do	Thomas McGee	79.98	1 25
do	do	79.91	1 25
do	John Cross	79.96	1 25
do	McKinney Holderness	79.96	1 25
do	do	79.96	1 25
do	William A. Harrison	79.96	1 25
do	Jesse W. Garth	79.96	1 25
do	William A. Harrison	79.96	1 25
do	McKinney Holderness	79.96	1 25
do	Thomas McGee	79.82	1 25
do	do	79.82	1 25
do	do	79.82	1 25
do	do	79.82	1 25
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	79.99	1 25
do	do do do	79.99	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	79.99	1 25
do	do do do	79.99	1 25
Jesse W. Garth	Allen Glover, Francis S. Lyon, and Goodman G. Griffin	79.91	1 25
do	John Nelson, Fred'k Peck, and John Erwin.	79.91	1 25
do	A. Glover, F. S. Lyon and G. G. Griffin	79.91	1 25
do	do do do	79.91	1 25
do	Thomas McGee	79.91	1 25
do	do	79.91	1 25
do	do	79.92	1 25
do	James Hogan	79.92	1 25
do	John Nelson, Fred'k Peck, and John Erwin.	79.92	1 25
do	James Hogan	79.92	1 25
do	do	79.92	1 25
do	James H. Denny	77.60	1 25
do	do	77.60	1 25
do	do	77.60	1 25
do	Moses Lewis	77.60	1 25
do	Thomas McGee	77.60	1 25
do	James Walton	81.00	3 20
do	Thomas McGee	81.00	1 25
do	do	79.96	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Jesse W. Grath	Thomas McGee	79.96	$1 25
do	Thomas D. Connel	79.96	1 25
do	Thomas McGee	79.96	1 25
do	do	79.96	1 25
do	do	77.64	1 25
do	do	77.64	1 25
do	do	77.64	1 25
do	do	77.64	1 25
do	do	77.64	1 25
do	John R. Drisk	77.64	1 25
do	Thomas McGee	77.64	1 25
do	do	77.64	1 25
Stephen Morehead	None	79.98	1 25
do	None	79.98	1 25
Malcomb Gilchrist	William A. Harrison	79.90	1 25
do	Edw'd Sims and Moses Lewis	80.00	1 25
do	John L. Winston	80.00	1 25
do	Thomas Gibson	80.00	1 25
do	Edward Sims and Moses Lewis	80.00	1 25
do	do do	80.00	1 25
do	do do	80.00	1 25
do	Allen Motley	79.92	1 25
do	do	79.92	1 25
do	do	79.92	1 25
do	do	79.92	1 25
do	Wiley H. Harris	79.92	1 25
do	do	79.92	1 25
do	John Cross	79.92	1 25
do	do	79.92	1 25
do	John R. Drisk	80.07	1 25
do	do	80.07	1 25
do	Thomas McGee	80.07	1 25
do	William A. Harrison	80.07	1 25
do	Samuel McGowan	80.07	1 25
do	do	80.07	1 25
do	do	80.07	1 25
do	Thomas McGee	80.07	1 25
Philip J. Weaver	do	81.29	1 25
do	do	79.67	1 25
do	do	79.67	1 25
do	John Swift	79.67	1 25
do	Thomas McGee	79.67	1 25
do	M. G. Wood and T. B. Goldsby	79.99	1 25
do	Thomas McGee	79.99	1 25
do	James McDonald	79.99	1 25
do	Thomas McGee	79.99	1 25
do	do	79.99	1 25
do	do	79.82	1 25
do	None	80.02	1 25
do	John B. Jones	80.02	1 25
do	None	80.02	1 25
do	John B. Jones	80.02	1 25
do	Elisha H. Sharp	80.02	1 25
do	None	79.87	1 25
do	None	79.96	1 25
do	Thomas McGee	79.98	1 25
do	do	79.98	1 25
do	do	79.98	1 25
do	do	79.98	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	79.98	1 25
do	do	79.98	1 25
do	do	79.98	1 25
do	Thomas McGee	79.98	1 25
do	do	79.80	1 25
do	do	79.95	1 25
do	do	79.95	1 25
do	do	79.95	1 25
do	do	79.95	1 25
do	do	79.95	1 25
do	do	79.80	1 25
do	do	79.80	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Philip J. Weaver	Thomas McGee	79.80	$1 25
do	do	79.80	1 25
do	do	79.80	1 25
do	do	79.80	1 25
do	do	79.80	1 25
do	do	79.80	1 25
David C. Richards	Robert Jemison	79.99	1 44
do	do	79.99	1 43
do	do	79.99	1 44
do	do	79.95	1 49
do	do	79.95	1 82
do	do	79.95	1 81
Thomas McGee	None	79.96	1 25
do	Thomas D. Connell	79.96	1 25
William H. Ragsdale	Gains Whitfield	80.00	1 35
Joseph B. Earle	Edw'd Sims, Moses Lewis, and Thos. McGee	79.14	1 25
do	do do do	79.14	1 25
do	do do do	118.71	1 25
do	do do do	79.14	1 25
do	do do do	79.99	1 25
do	do do do	79.99	1 25
do	do do do	79.99	1 25
do	Nimrod Davis	78.51	1 25
do	Moses Lewis and Edward Sims	80.02	1 25
do	do do	80.02	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.00	1 25
do	do do do	80.00	1 25
do	Vardry McBee	80.00	1 25
do	T. Freeland, S. C. Daniel, and H. Gibson	80.00	1 25
do	do do do	80.00	1 25
do	do do do	80.00	1 25
do	Edward Sims and Moses Lewis	78.22	1 25
do	do do	78.22	1 25
do	do do	78.22	1 25
do	Wiley P. Lane	79.73	1 25
do	Edward Sims and Moses Lewis	79.73	1 25
do	None	79.72	1 25
do	Edward Sims and Moses Lewis	79.91	1 25
do	do do	79.91	1 25
do	do do	79.91	1 25
do	W. G. Woods and T. B. Goldsby	79.91	1 25
do	Alfred Battle	79.91	1 25
do	McKinney Holderness	77.19	1 25
do	Edward Sims and Moses Lewis	77.19	1 25
do	do do	77.19	1 25
do	McKinney Holderness	77.19	1 25
do	Edward Sims and Moses Lewis	77.19	1 25
do	do do	77.19	1 25
Daniel Greene	Malcolm M. Burk	80.00	1 25
do	Edward Sims and Moses Lewis	80.00	1 25
do	Malcolm M. Burk	80.00	1 25
do	Jesse W. Garth	79.91	1 25
do	Thomas McGee	79.91	1 25
do	Dabney A. Martin	79.91	1 25
do	Thomas McGee	79.91	1 25
do	Edward Sims and Moses Lewis	79.96	1 25
do	do do	79.96	1 25
do	Malcolm M. Burk	79.96	1 25
do	Edward Sims and Moses Lewis	77.78	1 25
do	do do	77.78	1 25
do	do do	77.78	1 25
do	Alfred Battle	77.78	1 25
do	Malcolm M. Burk	77.78	1 25
do	Edward Sims and Moses Lewis	77.78	1 25
do	do do	77.78	1 25
do	do do	79.74	1 25
do	do do	79.74	1 25
do	do do	79.74	1 25
do	do do	79.74	1 25
do	do do	79.73	1 25
do	John Davis	79.73	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Daniel Greene	Edward Sims and Moses Lewis	79.73	$1 25
do	do do	79.73	1 25
do	do do	79.74	1 25
do	do do	79.74	1 25
do	William H. Winston	79.74	1 25
do	John T. Connell	79.84	1 25
do	Edward Sims and Moses Lewis	79.84	1 25
do	John T. Connell	79.84	1 25
do	Edward Sims and Moses Lewis	79.84	1 25
Jesse W. Grath	John B. Jones, Malcomb M. Burk, D. W. Ragsdale, Samuel B. Malone, and Walter M. Bennet	53.00	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	95.00	1 25
do	John B. Jones, Malcolm M. Burk, D. W. Ragsdale, Samuel B. Malone, and Walter M. Bennet	79.00	1 25
do	Jacob B. Jones, Malcolm M. Burk, D. W. Ragsdale, Samuel B. Malone, and Walter M. Bennet	48.50	1 25
do	Thomas McGee	79.88	1 25
do	Edmund King	79.88	1 25
do	Thomas McGee	79.88	1 25
do	Edward Sims and Moses Lewis	79.96	1 25
do	do do	79.96	1 25
do	John Swift	80.06	1 25
do	do	80.06	1 25
do	do	80.06	1 25
do	Edward Sims and Moses Lewis	79.84	1 25
do	do do	79.84	1 25
do	do do	79.84	1 25
do	do do	79.84	1 25
Malcomb Gilchrist	Daniel W. Ragsdale	80.12	1 25
do	do	80.12	1 25
do	Edward Sims, Moses Lewis, and Thomas McGee	80.12	1 25
do	Daniel W. Ragsdale	80.00	1 25
do	do	80.00	1 25
do	do	80.00	1 25
do	do	80.00	1 25
do	Jesse W. Garth	79.91	1 25
do	John R. Drisk	79.91	1 25
do	do	79.91	1 25
do	Dabney A. Martin	79.91	1 25
do	Edward Sims and Moses Lewis	79.82	1 25
do	do do	79.82	1 25
do	do do	79.82	1 25
do	John L. Winston	79.82	1 25
do	Edward Sims and Moses Lewis	79.82	1 25
McKenney Holderness	Henry W. Hunt	80.06	1 25
Malcomb M. Burke	None	78.22	1 25
do	None	78.22	1 25
Wiley P. Harris	None	77.68	1 25
do	None	77.68	1 25
do	None	77.68	1 25
do	None	77.68	1 25
do	None	77.68	1 25
Daniel W. Ragsdale	None	79.91	1 25
Daniel Greene	Edward Sims and Moses Lewis	77.19	1 28
do	John T. Connell	77.19	1 36
Thomas Cooper	None	39.81	1 25
William G. Wells	None	40.21	1 25
do	None	40.28	1 25
John B. Dawson	None	40.06	1 25
Silas McBee	McKenney Holderness	80.28	1 25
Richard Hutchison	None	79.88	1 25
John B. Dawson	None	80.06	1 25
Augustine Willis	None	75.19	1 25
John B. Dawson	None	39.94	1 25
Nancy Nash	None	39.70	1 25
Peter Greenlee	None	80.14	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Nimrod Davis	None	79.76	$1 25
Richard Hutchison	None	79.88	1 25
James Hackleman	None	40.00	1 25
David C. Richards	None	39.95	1 25
James Eddins	None	39.85	1 25
Alexander Copeland	None	40.00	1 25
Lewis Collins	None	39.81	1 25
John Greenlee	None	80.15	1 25
do	None	40.07	1 25
Samuel G. Wells	None	40.15	1 25
James Lockhart	None	40.10	1 25
Asa Cook	None	39.99	1 25
Samuel L. Williford	None	240.18	1 25
Nimrod Davis	None	160.53	1 25
Joshua W. Deen and John A. Snill	None	79.91	1 25
Robert Stockton	None	40·09	1 25
Solomon R. McClanahan	None	79.76	1 25
George B. Watts	None	49.04	1 25
James Weems	None	80.12	1 25
John B. McClalin	Samuel Lauderdale	39.99	1 25
do	do	40.18	1 25
Lemuel Prewitt	None	40.28	1 25
do	None	40.19	1 25
William Angling	None	40.01	1 25
Abraham Howell	None	40.12	1 25
Ezekiel Anders	None	40.12	1 25
John H. Durritt	None	40.06	1 25
Edward B. Randolph	None	80.12	1 25
Edward Conaway	None	83.50	1 25
Nathan Smith	None	39.96	1 25
Roddy Smith	None	79.75	1 25
Samuel Ragsdale	None	83.84	1 25
Wiley Fields	None	39.79	1 25
do	None	39.78	1 25
William Greer	None	80.00	1 25
David D. Greer	None	40.00	1 25
James F. Trotter	None	156.86	1 25
do	None	39.51	1 25
do	None	78.43	1 25
Reuben Rodgers	None	39.72	1 25
Robert Shotwell	None	79.60	1 25
Jacob Laughridge	None	79.94	1 25
John Seale	None	78.59	1 25
do	None	79.88	1 25
do	None	160.00	1 25
William H. Craven	None	39.84	1 25
William Sanderson	None	41.01	1 25
William Belk	None	79.90	1 25
Felix Wood	None	80.10	1 25
do	None	80.24	1 25
James Trussell	None	39.88	1 25
A. R. Hunter	None	32.33	1 25
Lemuel Mullens	None	40.06	1 25
William H. Coulter	None	39.84	1 25
do	None	39.65	1 25
Benjamin Owen	None	38.62	1 25
do	None	77.31	1 25
John B. Jones	None	75.10	1 25
Xenophon Holbert	None	80.00	1 25
John Holbert	None	75.00	1 25
Toliver Keeton	None	38.61	1 25
Alanson B. Brownlee	None	41.43	1 25
Thomas J. Hutchinson	None	39.81	1 25
Tyor Harris Glen Loftus	None	39.84	1 25
Isaac Low	None	39.64	1 25
Allen Dowdle	None	40.35	1 25
Alexander Harrison	None	39.79	1 25
Moses Dameron	None	39.92	1 25
Roddy Smith	None	80.56	1 25
William H. Ragsdale	None	40.09	1 25
John Laun	None	40.01	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Nicholas T. Riggin	None	40.00	$1 25
James F. Coulter	None	38.75	1 25
do	None	39.97	1 25
James Ellis Miller	None	40.06	1 25
Josiah Beaty	None	39.85	1 25
Terrill Brooks	None	39.95	1 25
William Bigley	None	79.87	1 25
Certain Earnest	None	39.89	1 25
Rufus Weaver	None	40.20	1 25
William E. Verner	None	40.02	1 25
Jason C. Crigler	None	39.67	1 25
David D. Greer	None	40.16	1 25
do	None	40.00	1 25
John Sullivan	None	40.00	1 25
William Jackson	None	39.98	1 25
Josiah Williams	None	39.81	1 25
Joshua Flinn	None	39.78	1 25
do	None	40.01	1 25
Isaac Mayfield	None	80.03	1 25
Ephraim Payne	None	39.84	1 25
Elizabeth Anderson	None	40.04	1 25
Joseph Miller	None	40.06	1 25
Daniel Molloy	None	81.37	1 25
Coleman May	None	39.97	1 25
John R. Long	None	39.97	1 25
Moses Dameron	None	39.89	1 25
Smith C. Daniel	None	78.94	1 25
do	None	79.56	1 25
do	None	158.14	1 25
do	None	78.78	1 25
Martin Nelms	None	80.67	1 25
Allen Sharkey	None	159.96	1 25
do	None	152.64	1 25
Elias Fisher	Lindsey C. Hall	79.56	1 25
do	None	84.32	1 25
John Herod	None	43.53	1 25
William D. Parker	None	182.72	1 25
Elias Fisher	William Terry	81.36	1 25
do	Walker and Barnard	76.77	1 25
Thomas Matthews	None	40.54	1 25
Anderson Runnels	None	81.43	1 25
David McAllister	None	43.69	1 25
James C. McAllister	None	43.55	1 25
Ignatius Tubb	None	40.87	1 25
Anderson Runnels	David McAllister	87.39	1 25
Robert J. Walker and Thomas Barnard	None	90.39	1 25
Peter P. Powell	Richard T. Archer	80.20	1 25
William Eggleston	None	162.26	1 25
William W. Walton	None	80.00	1 25
Robert J. Walker and Thomas Barnard	None	79.98	1 25
James Stanley	None	161.54	1 25
do	None	80.04	1 25
William Terry	None	77.53	1 25
Allen Sharkey	None	78.00	1 25
James Stanley	None	80.89	1 25
do	None	81.72	1 25
do	None	81.74	1 25
do	None	81.74	1 25
Gabriel Evans Nash	None	136.50	1 25
Erastus Lum and Wm. Lum	None	81.66	1 25
do do	None	81.66	1 25
Duncan C. McLeod	None	40.09	1 25
Erastus Lum and Wm. Lum	None	84.99	1 25
Asa Tool	None	40.13	1 25
Erastus Lum and Wm. Lum	None	82.95	1 25
do do	None	82.95	1 25
do do	None	169.78	1 25
do do	None	84.89	1 25
do do	None	169.78	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Uriah Newman	None	77.28	$1 25
do	None	77.28	1 25
Stephen Johnson	None	39.19	1 25
Erastus Lum and Wm. Lum	None	84.89	1 25
Uriah Newman	None	86.68	1 25
Richard T. Archer	None	80.45	1 25
George W. Greene	None	43.52	1 25
Stephen Thompson	William M. Thompson	79.70	1 55
Jeremiah S. Robinson	None	82.05	1 25
do	James Stanley	80.76	1 25
do	None	162.40	1 25
do	None	80.64	1 50
Wiley Davis	None	80.00	1 25
Erastus Lum and Wm. Lum	None	86.64	1 25
do do	None	86.64	1 25
John M. Elder	None	78.80	1 25
do	None	82.02	1 25
do	None	164.04	1 25
Russell G. Bell	None	76.93	1 25
Uriah Newman	None	86.68	1 25
John M. Elder	None	80.25	1 25
do	None	80.00	1 25
do	None	80.00	2 05
do	None	83.85	1 25
do	None	83.85	1 25
Jeremiah S. Robinson	None	160.52	1 25
do	None	79.32	1 25
do	None	161.02	1 25
do	None	25.44	1 25
Lindsey C. Hall	None	146.40	1 25
Samuel Dawson	None	39.94	1 25
Robert H. Buckner	None	86.68	1 25
do	None	74.77	1 25
do	None	75.22	1 25
do	None	80.10	1 25
do	None	79.88	1 25
do	None	79.88	1 25
do	None	79.88	1 25
do	None	75.22	1 25
Joshua Toomer	None	39.67	1 25
do	None	39.91	1 25
Thomas M. Mizel	William H. Craven	39.84	1 25
James Stanley	None	179.34	1 25
Lorenzo Latham	None	159.97	1 25
do	None	159.56	1 25
do	None	240.30	1 25
do	None	177.12	1 25
do	None	19.12	1 25
do	None	177.12	1 25
do	None	88.56	1 25
do	Starling Powell	160.70	1 25
do	Robert H. Buckner	75.22	1 25
Daniel McEachim	None	40.10	1 25
do	None	39.76	1 25
Lorenzo Latham	Robert H. Buckner	75.22	1 25
do	None	80.10	1 25
do	None	80.01	1 25
Robert H. Buckner	None	240.99	1 25
do	None	80.06	1 25
Wiley Davis	None	79.26	2 50
do	None	80.17	3 05
do	None	81.51	1 25
do	None	81.43	1 25
do	None	81.73	1 59
Boaz Whitfield	James Stanley	77.54	1 30
Wiley Davis	None	80.94	1 25
James Stanley	None	77.54	1 40
Wiley Davis	None	162.96	1 25
do	None	81.57	1 25
do	None	81.87	1 25
do	None	325.68	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John M. Elder	None	83.85	$1 25
Jefferson Fatheree	None	203.20	1 25
Dennis Hopkins	None	120.34	1 25
William W. and E. G. Whitehead.	None	80.08	1 25
do do	None	160.60	1 25
do do	None	321.00	1 25
do do	None	339.14	1 25
do do	None	160.65	1 25
do do	None	318.66	1 25
do do	None	239.46	1 25
do do	None	159.80	1 25
do do	None	236.49	1 25
do do	None	236.70	1 25
do do	None	244.27	1 25
do do	None	77.71	1 25
do do	None	78.04	1 25
do do	None	79.70	1 25
E. G. Whitehead	Daniel Stafford	82.00	1 25
William W. and E. G. Whitehead.	None	80.40	1 25
Hiram Davidson	None	87.09	1 25
Peter P. Powell	None	80.29	1 25
do	None	81.48	1 25
Hiram Davidson	None	152.19	1 25
Rob't J. Walker and Thos. Barnard	None	80.19	1 25
do do	None	80.26	1 25
do do	None	80.36	1 25
do do	None	80.34	1 25
do do	None	163.02	1 25
do do	None	90.39	1 25
William Eggleston	None	80.95	1 25
Rob't J. Walker and Thos. Barnard	None	79.83	1 25
do do	None	86.37	1 25
do do	None	85.20	1 25
Simon Stigler	None	80.91	1 25
do	None	90.57	1 25
do	None	86.98	1 25
do	None	86.98	1 25
do	None	86.98	1 25
William J. Young	None	79.11	1 25
William P. Herring	None	74.59	1 25
do	None	75.04	1 25
William Kirkwood	None	77.35	1 25
Joseph R. Plummer	None	67.00	1 25
John B. Stewart	None	54.75	1 25
do	None	47.80	1 25
Thomas G. Ringgold	None	40.10	1 25
do	None	39.60	1 25
Abraham Penquite	None	75.04	1 25
Nimrod N. Nash	None	80.10	1 25
Erastus Lum	None	80.21	1 25
Jeremiah J. Robinson	None	80.20	1 25
Lemuel Bullock	William Kirkwood	77.35	1 25
Jeremiah S. Robinson	None	80.27	1 25
Robert Webster	None	79.98	1 25
John B. Jones	None	240.21	1 25
Vardry McBee	None	80.35	1 25
Nelson Hull	None	79.97	1 25
Willis Patterson	None	39.79	1 25
do	None	39.76	1 25
Thomas Seale	None	79.84	1 25
McKenney Holderness	None	40.06	1 25
Hiram Simons Dawson	None	40.06	1 25
Joshua W. Deen	None	80.35	1 25
Vardry McBee	None	40.12	1 25
Thomas Jenkins	Dennis Hopkins	74.70	1 25
Edmunds G. Whitehead	None	84.68	1 25
do	None	77.31	1 25
do	None	77.36	1 25
Wiley Davis	None	160.34	1 25
do	None	79.26	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
William A. Bray	None	118.81	$1 25
Daniel Greene	Malcom Gilchrist	81.29	1 25
J. J. Harrison	None	79.95	1 25
Woods and Goldsby	None	80.13	1 25
John Nelson	None	74.34	1 25
do	None	158.06	1 25
do	None	81.78	1 26
do	None	81.42	1 25
Daniel Greene	Jno. Nelson, Frederick Peck, and Jno. Erwin	79.64	1 25
do	do do do	79.64	1 25
do	do do do	79.64	1 25
do	None	82.79	1 25
Jesse W. Garth	Malcolm Gilchrist	79.99	1 25
E. Mayfield and Thomas Miller	None	80.73	1 25
John B. Jones	None	162.00	1 25
William G. Herring	None	81.25	1 25
J. B. Jones	None	80.00	2 00
John K. Drisk	None	80.01	2 14
Calvin Cushman	None	80.06	1 25
Philip J. Weaver	None	79.96	1 56
do	None	80.00	1 25
do	None	79.67	1 25
do	None	79.90	1 83
Reddick Sims	None	79.92	1 25
John B. Jones	James Hogan	78.64	1 25
do	do	79.99	1 25
Reddick Sims	None	160.44	1 25
Philip J. Weaver	None	79.99	1 25
Reddick Sims	None	79.98	1 25
do	None	79.98	1 25
do	Gains Whitfield	159.84	1 25
do	None	159.98	1 25
do	None	80.02	1 25
Edward Sims	None	80.19	1 25
Edward Sims and Moses Lewis	None	80.01	1 25
do do	Gain Whitfield	160.02	1 25
do do	None	159.64	1 25
Reddick Sims	None	80.22	1 25
do	None	80.02	1 25
Edward Sims	None	80.19	1 25
do	None	80.19	1 25
Thomas McGee	None	159.36	1 44
do	Jno. Nelson, Frederick Peck, and Jno. Erwin	159.36	1 28
do	None	79.96	1 25
James McDonald	None	83.29	1 25
Boaz Whitfield	None	160.04	1 25
do	None	159.94	1 25
Jesse W. Garth	None	159.96	1 25
do	Philip J. Weaver	79.76	1 25
do	do	79.76	1 25
Daniel Greene	do	79.88	1 25
Edmunds G. Whitehead	None	82.39	1 25
Thomas McGee	None	79.95	1 61
Peter P. Powell	None	81.48	1 25
Joseph Joiner	None	80.00	1 25
William R. Cox	John Smith	79.98	1 25
do	do	79.98	1 25
do	do	79.98	1 25
do	do	79.90	1 25
do	do	79.90	1 25
John Smith	None	79.90	1 25
John Nelson	None	80.00	1 25
Jeremiah S. Robinson	Jesse W. Garth	80.00	1 25
John Nelson, Frederick Peck, and John Erwin	None	160.24	1 25
John Nelson, Frederick Peck, and John Erwin	None	74.33	1 25
John Nelson, Frederick Peck, and John Erwin	None	79.64	1 25
John Nelson, Frederick Peck, and John Erwin	None	159.90	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John Nelson, Frederick Peck, and John Erwin	None	80.61	$1 25
John Nelson, Frederick Peck, and John Erwin	None	82.53	1 25
John Nelson, Frederick Peck, and John Erwin	None	74.33	1 25
Vardry McBee	None	239.70	1 25
do	Jesse W. Garth	79.88	1 25
Edward Sims	None	160.12	1 25
John Harlin	None	39.97	1 25
do	None	40.08	1 25
do	None	80.13	1 25
Thos. Matthews and Wm. Matthews	None	80.57	1 25
William Matthews	None	79.51	1 25
Thos. Matthews and Wm. Matthews	None	79.78	1 25
James Stanley	None	85.21	1 25
do	None	165.96	1 25
do	None	153.36	1 25
James Hogan	Benjamin B. Fontaine	82.42	1 25
do	None	158.06	1 25
do	None	80.55	1 25
do	None	78.64	1 41
do	Benjamin B. Fontaine	82.47	1 26
do	do	82.47	1 25
do	None	79.74	1 50
James McDonald	None	80.21	1 25
do	None	80.21	1 25
John Nelson, Frederick Peck and John Erwin	None	160.24	1 25
James McDonald	None	80.72	1 25
do	None	77.07	1 25
Araunah Bardwell	None	79.65	1 25
John Gregory	None	80.00	1 25
Daniel W. Ragsdale	None	80.01	1 25
do	None	161.50	1 25
James Hogan	B. B. Fontaine	82.47	1 25
do	do	82.47	1 25
do	None	79.03	1 25
do	None	79.03	1 25
Samuel Ragsdale	None	80.87	1 25
Robert H. Buckner	None	80.35	1 25
Jerome H. B. Atkinson	None	40.06	1 25
Thomas McGee	None	159.60	1 25
Edward Sims, Moses Lewis and Thomas McGee	None	291.42	1 25
Silas McBee	None	134.00	1 25
Richard Hodges	None	41.72	1 25
Thomas McGee	None	160.28	1 25
do	None	79.82	1 25
Goodman G. Griffin	None	83.00	1 25
Thomas McGee	None	79.76	1 25
George W. Wall	None	40.14	1 25
John Tubb	None	40.05	1 25
William R. Cox	None	80.46	1 25
Goodman G. Griffin	None	82.66	1 34
Joshua Greer	None	80.00	1 25
Edward Sims	Edward Sims and Moses Lewis	160.50	1 25
Daniel Greene	None	159.86	1 25
Daniel W. Ragsdale and John H. Hand	None	83.43	1 25
Daniel W. Ragsdale and John H. Hand	None	83.43	1 25
Simeon J. Boyd	None	40.01	1 25
Elijah B. Sanders	None	40.17	1 25
Boaz Whitfield	Dorsey Outlaw	80.89	1 25
Moody B. Stewart	None	79.87	1 25
Thomas Townsend	None	79.90	1 25
Daniel Greene	Thomas Freeland, Smith C. Daniel and H. Gibson	163.86	1 25
Samuel Ragsdale	None	79.98	1 25
William Henry	None	85.49	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Thomas Townsend	None	77.61	$1 34
do	None	155.22	1 25
Gains Whitfield	None	159.80	1 25
do	None	79.90	1 25
do	None	79.90	1 25
Richard Dillworth	None	39.85	1 25
Anson Dillworth	None	40.03	1 25
Richard Dillworth	None	79.81	1 25
Micajah Brooks	None	320.64	1 25
Abraham Howell	None	80.25	1 25
John Hill Halbert	None	40.10	1 25
Daniel Greene	James Hogan	82.47	1 25
do	do	79.62	1 25
do	do	79.62	1 25
do	do	81.42	1 25
William P. Davis	do	40.18	1 25
Daniel Greene	do	81.42	1 25
do	do	78.65	1 25
do	None	81.42	1 25
Edward Sims	None	163.56	1 25
do	None	162.84	1 25
Edward Sims and Moses Lewis	None	160.04	1 25
Edward Sims	None	79.62	1 25
do	None	81.78	1 25
do	None	81.42	1 25
James Hogan	None	79.89	1 25
George B. Sanderson	None	40.38	1 25
James Eckford	James Walton	320.66	1 25
John Huddleston	None	40.02	1 25
Reddick Sims	None	79.97	1 25
Ezekiel Nash	None	39.79	1 25
Vardry McBee	None	78.56	1 25
do	None	78.56	1 25
Jackson Williford	None	40.12	1 25
Vardry McBee	None	78.56	1 25
Isham Cooper	None	80.13	1 25
John Seale	None	160.00	1 25
William V. Nash	None	39.78	1 25
Stephen E. Nash	None	40.68	1 25
Stephen McReynolds	None	40.01	1 25
James Gallaher	None	40.35	1 25
John Purnell	None	37.65	1 25
Cornelius Q. Sands	None	37.65	1 25
John Newton	None	80.57	1 25
Robert H. Buckner	None	79.77	1 25
do	None	80.00	1 25
do	None	163.14	1 25
do	None	75.22	1 25
William Carpenter	None	44.43	1 25
James Walker	None	44.43	1 25
James Weems	None	80.15	1 25
Robert Stephenson	None	40.00	1 25
Conrad Hackleman	None	79.80	1 25
James Vaughn	None	39.99	1 25
Henry Greer	None	40.06	1 25
S. Gustine, J. B. Peyton, L. R. Marshall	None	160.16	1 25
do do do	None	321.44	1 25
do do do	None	159.88	1 25
do do do	None	321.36	1 25
do do do	None	321.08	1 25
do do do	None	80.19	1 25
do do do	None	241.35	1 25
do do do	None	80.18	1 25
do do do	None	481.14	1 25
do do do	None	318.96	1 25
do do do	None	159.86	1 25
do do do	None	79.86	1 25
do do do	None	159.12	1 25
do do do	None	79.34	1 25
do do do	None	158.14	1 25
do do do	None	273.00	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
S.Gustine,J.B.Peyton,L.R.Marshall	None	284.32	$1 25
Jesse Cummings	None	40.00	1 25
John Cummings	None	40.00	1 25
S.Gustine,J.B.Peyton,L.R.Marshall	None	81.13	1 25
do do do	None	162.30	1 25
do do do	None	162.63	1 25
do do do	None	402.75	1 25
do do do	None	402.30	1 25
do do do	None	81.31	1 25
do do do	None	321.44	1 25
do do do	None	479.22	1 25
do do do	None	160.69	1 25
do do do	None	80.38	1 25
do do do	None	79.75	1 25
do do do	None	75.24	1 25
do do do	None	80.69	1 25
do do do	None	80.13	1 25
do do do	None	242.10	1 25
do do do	None	163.80	1 25
Benjamin Laflore	None	161.89	1 25
do	None	80.84	1 25
S.Gustine,J.B.Peyton,L.R.Marshall	None	318.84	1 25
do do do	None	79.71	1 25
do do do	None	173.38	1 25
do do do	None	347.10	1 25
do do do	None	347.37	1 25
do do do	None	173.53	1 25
William W. Mullins	None	40.01	1 25
do	None	40.01	1 25
John Overall	None	119.86	1 25
John S. Lambeth	None	65.94	1 25
do	None	38.66	1 25
do	None	40.03	1 25
John R. Shirley	None	40.04	1 25
S.Gustine,J.B.Peyton,L.R.Marshall	None	159.88	1 25
do do do	None	160.16	1 25
do do do	None	321.44	1 25
Elijah Russell	None	81.42	1 25
John Hearn	None	40.47	1 25
Edward Hamilton	Booth Malone	40.52	1 25
Elijah Hogan	None	159.80	1 25
Robert H. Lampkin	None	79.90	1 25
James D. McClain	None	81.97	1 25
do	None	84.90	1 25
do	None	84.46	1 25
do	None	168.93	1 25
Ireton C. Devane	None	77.71	1 25
do	None	77.15	1 25
John Herrod	None	43.52	1 25
do	None	80.16	1 25
Adolphus G. Weir	None	81.40	1 25
Henry Gibson	None	160.74	1 25
do	None	74.42	1 25
Joseph S. Young	None	39.78	1 25
Jeremiah Coleman	None	76.68	1 25
do	None	162.97	1 25
John D. Walker	None	80.16	1 25
Mary Ann Westbrook	None	80.16	1 25
Andrew Weir	None	76.75	1 25
Nathan Smith	None	79.71	1 25
Jas. Harman and Jon. T. Harman	None	39.99	1 25
do do	None	80.05	1 25
do do	None	40.06	1 25
Jesse A. P. Carter	None	39.92	1 25
Richard Dilworth	None	39.84	1 25
John Gregory	None	80.45	1 25
William R. Cox	None	83.23	1 25
do	None	80.27	1 25
do	None	83.23	1 25
John Gregory	None	80.45	1 25
William M. Millikin	None	40.13	1 25

A.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Erasmus F. Potts	None	318.12	$1 25
do	None	88.04	1 25
do	None	79.47	1 25
do	None	80.01	1 25
James A. Scott	None	77.99	1 25
Prestridge Denman	None	80.01	1 25
Richard Rummer	None	80.50	1 25
James Farrar	None	80.00	1 25
Richard Rummer	None	80.50	1 25
Burwell Joiner	None	39.99	1 25
James McCowen	None	80.27	1 25
John Halbert	None	80.68	1 25
William J. Minter	None	304.28	1 25
do	None	114.00	1 25
do	None	47.25	1 25
do	None	374.50	1 25
Robert Dowdle	None	39.95	1 25
do	None	79.90	1 25
James Hogan	None	159.75	1 25

GENERAL LAND OFFICE, *December* 15, 1834.
Examined. ELIJAH HAYWARD.

B.

Statement of the quantity of land sold at the land office at Chocchuma, Mississippi, from the 1*st October to the* 31*st December*, 1833, *inclusive; the names of the original purchasers, and of their assignees; the quantity of land purchased by each, and the price per acre of each tract, respectively.*

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price. pr acre.
Wiley Davis	None	126.97	$4 05
David Loyd	John R. Foy	79.38	4 95
do	do	79.63	4 05
do	do	79.63	1 38
John L. Irwin	None	80.21	1 53
Robt. J. Walker and Thos. Barnard	David W. Mitchell	80.21	1 25
Malcolm Gilchrist	John L. Irvine	239.44	1 25
do	do	159.63	1 55
do	do	79.87	1 75
do	do	79.87	1 25
do	do	401.15	1 25
Robt. J. Walker and Thos. Barnard	None	79.99	2 00
do do	None	79.99	1 25
Malcolm Gilchrist	David Dickinson	80.53	1 75
do	do	80.53	1 25
Robt. J. Walker and Thos. Barnard.	None	80.53	1 50
Malcolm Gilchrist	David Dickinson	80.53	2 05
do	do	80.84	6 30
do	do	80.84	8 05
do	do	80.84	9 05
do	do	80.84	4 15
do	do	81.16	1 25
Robt. J. Walker and Thos. Barnard.	None	81.16	1 85
do do	None	162.32	1 25
Greenwood Leflore	None	81.16	9 00
do	None	81.16	5 05
Malcolm Gilchrist	David Dickinson	81.16	1 65
do	do	81.16	2 30
do	do	80.75	1 25
Samuel McCall	do	80.75	1 60
Malcolm Gilchrist	do	80.75	1 25
do	Allen Glover	85.59	1 45

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert Dixon	James A. Girault	85.59	$1 85
Robert J. Walker	do	85.59	2 50
Hardin D. Runnells	None	85.59	4 05
Robert Dixon	James A. Girault	85.59	2 40
do	do	85.59	1 65
Robert J. Walker	Glendy Burke	85.59	1 95
James A. Girault	None	85.86	1 51
do	None	113.93	1 95
Malcolm Gilchrist	James A. Girault	99.93	1 60
George W. Martin	None	79.93	1 75
Malcolm Gilchrist	James A. Girault	85.86	2 15
Hardin D. Runnels	None	85.86	5 00
James A. Girault	None	214.80	1 25
do	None	184.68	1 25
George W. Martin	None	80.35	1 65
Thomas G. Nixon	None	79.97	7 40
Hardin D. Runnels	None	79.54	5 00
Hiram Coffee and Jos. A. McRaven	None	79.54	4 00
do do	None	79.54	3 15
Malcolm Gilchrist	James A. Girault	79.54	2 05
Robert J. Walker	Thomas G. Nixon	79.54	1 63
Malcolm Gilchrist	Richard W. Anderson and Eli N. Driver	79.54	1 45
do	do do	79.54	1 25
Hiram Coffee and Joseph A. McRaven	None	79.54	4 05
Robert Dixon	James A. Girault	79.54	1 25
Hardin D. Runnels	None	79.54	5 00
Robert Dixon	James A. Girault	79.54	1 25
William J. Oldham	None	80.19	1 55
do	None	80.19	2 55
do	None	158.84	1 25
William H. Sims and S. C. Daniels	James A. Girault	79.88	2 00
Wiley Davis	None	158.84	1 25
do	William M. Beal	80.28	2 05
do	do	80.28	1 25
do	None	137.28	1 50
do	None	13.00	1 25
do	None	10.00	3 00
do	None	80.00	1 25
do	None	79.74	2 70
do	Kelsey Harris Douglass	79.95	3 00
do	do	79.95	3 00
do	do	79.95	1 25
William L. Arick, James C. Dickson, and Aaron B. Davis	None	78.50	3 05
Samuel Foster	None	87.73	4 90
do	None	87.73	1 85
Wm L. Arick and James C. Dickson	None	79.78	1 76
do do	None	79.78	4 05
Daniel Greene	R. J. Walker	79.74	5 15
do	do	79.74	1 45
Kelsey Harris Douglass	None	79.95	1 25
do	None	79.95	1 25
do	None	79.95	2 00
James R. Marsh	Samuel B. Marsh	198.50	1 45
Malcolm Gilchrist	James A. Girault	79.88	2 90
do	James Stuart	79.78	5 90
do	Robert Jemison	79.78	1 25
do	James A. Girault	79.45	2 10
do	do	79.45	1 25
William Clark	None	79.80	2 20
William H. Sims and S. C. Daniels.	James A. Girault	79.97	1 30
Boling C. Burnet	James Stuart	79.78	7 00
Samuel Gwin	James A. Girault	79.45	1 25
Thomas G. Nixon	None	79.42	1 70
do	None	79.42	1 25
Robert J. Walker	R. J. Walker and Thomas Barnard	79.32	1 25
do	James W. Bullock	79.66	1 25
do	Alvarez Fisk	160.70	1 25
do	Nicholas Gray	79.78	1 25
do	James A. Girault	79.59	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	James A. Girault	80.28	$1 25
do	do	80.28	1 25
do	Samuel B. Marsh	79.80	3 05
do	James Stuart	88.21	1 25
do	do	87.73	1 27
do	Richard W. Anderson and Eli M. Driver	175.46	1 25
do	James Stuart	79.06	1 25
do	do	79.96	1 35
do	R. J. Walker and Thomas Barnard	156.68	1 25
do	James A. Girault	234.18	1 25
do	None	159.48	1 25
do	R. J. Walker and Thomas Barnard	79.74	1 25
do	None	79.08	1 25
do	None	79.45	1 50
William Murphy Beal	None	80.35	2 25
do	None	79.59	1 30
do	None	79.59	2 00
do	None	79.59	1 85
do	None	79.77	1 60
do	None	79.77	3 00
do	None	80.28	1 65
do	None	80.28	2 05
George W. Martin	None	75.27	2 95
do	None	150.54	1 25
do	None	75.27	1 46
do	None	79.46	2 90
do	None	79.46	1 45
do	None	79.93	1 25
John Lane and John Allen Lane	None	75.27	4 00
do do	None	75.27	5 15
do do	None	87.76	2 75
do do	None	79.46	2 05
do do	None	79.95	2 50
Moses Crowson	None	80.42	1 25
William Reddit, sen	None	80.35	3 10
do	None	80.86	1 25
do	None	80.86	3 00
do	None	80.86	2 95
Robert J. Walker	None	87.51	1 25
do	None	79.95	1 25
do	None	79.80	1 25
William Lewis Sharkey	Allen Sharkey	80.33	1 25
do	do	79.80	1 25
Patrick Sharkey	John E. Hall	80.35	1 25
do	do	79.94	1 75
do	do	79.94	1 25
do	do	85.73	1 25
Allen Sharkey	do	81.09	1 25
do	do	80.86	1 25
Robert J. Walker	John L. Irwin	85.55	1 41
Malcolm Gilchrist	do	85.55	1 25
do	James Stuart	86.02	1 25
do	John L. Irwin	86.02	1 25
do	do	86.02	1 30
Robert H. Sterling	John C. McLemore	342.16	1 25
do	None	81.01	1 55
Robert J. Walker	None	81.01	2 50
do	None	82.86	1 25
do	None	81.01	2 80
Thomas G. Ellis	Peter C. Chambliss	80.44	1 25
do	James Stuart	80.44	1 25
Robert J. Walker	Rich. W. Anderson and Eli M. Driver	80.44	1 85
do	James Stuart	80.44	1 80
do	Nicholas Gray	161.08	1 25
do	R. J. Walker and Thos. Barnard	79.78	2 00
do	do do	79.78	1 45
do	Nicholas Gray	79.78	1 25
do	Titus Howard	80.20	2 05
do	Thornton B. Goldsby	80.33	2 05
do	Elburd Neal	80.58	1 25
do	John Smith	79.95	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	Titus Howard	79.80	$3 05
do	Wiley Rosier	79.80	1 41
do	do	80.05	2 10
do	Joel Smith	160.10	1 25
do	Ephraim Hoover	80.03	1 25
Thomas G. Ellis	Peter C. Chambliss	80.54	1 25
do	James Stuart	80.54	1 40
do	William H. Sims, S. C. Daniel and David W. Connelly	80.05	1 25
Robert H. Sterling	None	80.54	1 30
Robert Jemison, jr	Titus Howard	79.95	1 25
Wm. H. Sims and S. C. Daniel	James A. Girault	79.88	1 51
Abraham Penquite	None	58.00	4 05
do	None	57.00	4 00
Pierce Noland	John C. McLemore	79.91	2 30
do	Nicholas Gray	79.24	1 25
do	James A. Girault	79.46	1 25
do	Samuel Gwin	79.96	4 05
do	do	79.96	3 00
Patrick Sharkey	John E. Hall	79.94	1 25
James C. Hawley	None	45.50	1 65
John T. Hammond	Robert Dawson	91.15	1 35
Franklin E. Plummer	Samuel B. Marsh	82.11	1 25
Robert Jemison, jr	Green Hastings	80.00	1 25
do	Richard Cordell	80.05	1 25
do	Alvarez Fisk	160.02	1 25
do	Stancil Cobb	80.58	1 25
do	Green Hastings	109.00	1 25
do	William Norman	80.00	1 25
do	do	80.00	1 25
do	John Jones	80.00	1 25
do	Peter C. Chambliss	80.00	1 25
do	Wm. Norman and Green Hastings	123.00	1 25
do	T. W. Winter	81.80	1 25
do	John S. Rhea	95.50	1 25
do	Joseph A. McRaven and H. Coffee	132.00	1 25
do	Alvarez Fisk	160.32	1 25
do	None	79.83	1 25
do	Green Hastings	97.00	1 25
Thomas G. Ellis	Samuel B. Marsh	82.11	1 25
do	Alvarez Fisk	162.28	1 25
do	Glendy Burke	80.12	1 25
do	Peter C. Chamblis	79.75	1 25
do	William M. Beal	82.34	1 25
do	George W. Martin	96.50	6 01
do	Alvarez Fisk	91.15	1 25
do	Augustus S. Campbell	81.01	1 25
do	None	91.15	1 25
Robert J. Walker	None	82.11	1 27
do	John C. McLemore	79.91	2 00
do	R. J. Walker and Thomas Barnard	320.74	1 25
do	James A. Girault	79.46	1 25
do	do	79.34	1 25
do	do	79.35	1 25
do	do	80.12	1 25
do	do	80.19	1 25
do	None	82.11	1 27
do	James Stuart	81.14	1 25
Thomas G. Ellis	None	80.00	1 25
Robert J. Walker	James A. Girault	158.68	1 25
do	None	60.00	1 25
do	None	75.55	1 25
do	Peter C. Chambliss	84.05	1 25
do	None	44.05	1 26
do	R. J. Walker and Thomas Barnard	80.00	1 26
do	James A. Girault	87.75	1 50
do	R. J. Walker and Thomas Barnard	9.50	1 25
do	do do	80.00	1 25
do	William Murphy Beal	82.34	3 50
do	do	82.34	1 50

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	William Murphy Beal	82.34	$1 50
do	Robert Jemison, jr	80.00	1 25
do	Wm. H. Sims, S. C. Daniel, and D. W. Connelly	80.00	1 25
do	R. J. Walker and Thomas Barnard	67.00	4 05
do	do do	72.00	1 25
do	James A. Girault	79.96	1 25
do	R. J. Walker and Thomas Barnard	70.00	1 25
do	None	71.25	1 25
do	James A. Girault	80.00	1 25
do	R. J. Walker and Thomas Barnard	57.50	1 25
do	Thomas G. Ellis	79.92	1 25
do	do	73.80	1 25
Elizabeth Alexander	None	159.92	1 25
John D. Wyatt	Hiram G. Runnells	105.25	5 25
Robert Jemison, jr	Henry Loggings	158.96	1 25
do	R. J. Walker and Thomas Barnard	80.19	1 26
do	Peter C. Chambliss	80.19	1 25
do	do	67.50	1 25
do	do	75.50	1 25
do	None	79.96	1 25
do	Peter C. Chambliss	67.26	1 25
do	Alvarez Fisk	91.15	1 65
do	James Stuart	88.38	1 25
do	James A. Girault	87.54	1 25
do	Augustus S. Campbell	86.76	1 25
do	Thacker W. Winter	86.61	1 51
Malcolm Gilchrist	John C. McLemore	79.91	3 65
do	Glendy Burke	81.14	1 25
do	Peter C. Chamblis	84.80	1 25
do	James A. Girault	79.37	1 25
do	William M. Beal	329.36	1 25
do	James A. Girault	42.04	2 05
William R. Campbell	Sarah Kerr	79.91	1 25
Robert H. Sterling	None	79.24	2 95
George W. Martin	None	34.00	1 25
Calvin Nicholson	None	80.27	5 00
do	None	80.27	3 55
do	None	80.27	2 00
James Thomas Crawford	None	78.88	2 00
do	None	78.88	1 25
do	None	78.88	2 25
do	None	78.75	3 05
do	None	78.75	2 05
do	None	78.75	2 05
do	None	78.75	2 05
Augustus L. Humphrey	None	79.70	2 00
do	None	80.25	2 05
do	None	79.70	3 75
John J. Craig	None	79.76	4 60
do	None	80.41	1 25
McNeil Creighton	None	80.43	1 25
do	None	80.43	1 50
Burton Marchbanks	None	160.86	1 25
Robert Jemison, jr	Daniel Harkins	79.78	1 25
John S. Young	None	83.10	1 25
John Thomas	Kelsey H. Douglass	159.56	1 25
Perry Crofford	Jno. W. Nelson and A. L. Humphrey	159.40	1 25
James C. Dickson	Elizabeth Harlan	80.02	1 25
David W. Porter	None	78.75	4 25
do	None	78.75	4 05
do	None	80.25	3 00
do	None	80.25	1 25
John Black	John W. Nelson and A. L. Humphrey	80.25	3 00
do	do do	80.25	3 00
do	do do	79.70	3 05
Pearce Noland	None	78.88	3 00
Griffin Ross	None	80.02	1 25
Samuel Foster	None	83.10	2 05
do	None	83.10	2 20
John Black	None	79.76	5 00

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
John Black	None	79.76	$5 00
do	None	79.76	2 00
do	None	79.76	4 30
do	None	79.76	1 25
Robert Jemison, jr.	William M. Beal	87.57	2 00
do	James Stuart	80.02	1 25
do	Samuel Foster	83.10	1 90
do	William M. Beal	87.53	1 25
do	do	87.57	1 25
do	do	80.35	1 25
do	None	78.58	1 25
do	James Stuart	80.02	1 25
Malcolm Gilchrist	Glendy Burke	80.25	3 00
do	Richard W. Anderson and Eli M. Driver	79.84	1 25
do	Isaac Lane	79.84	2 95
do	Richard W. Anderson and Eli M. Driver	78.23	1 75
do	None	80.46	2 15
do	William M. Beal	80.46	4 30
do	Robert Jemison, jr.	80.27	1 25
Robert J. Walker	Augustus L. Humphrey	79.70	1 35
do	Andrew R. Govan	80.27	5 00
do	Sarah Kerr	79.91	1 25
do	Alvarez Fisk	88.14	2 05
do	None	88.04	1 25
do	James Stuart	160.04	1 25
do	R. J. Walker and Thos. Barnard	80.27	1 25
do	William M. Beal	399.90	1 25
do	Andrew R. Govan	88.14	2 05
do	William M. Beal	159.12	1 25
do	Kelsy H. Douglass	80.02	1 95
Thomas G. Ellis	Alvarez Fisk	79.81	1 25
do	Richard W. Anderson and Eli M. Driver	162.28	1 25
do	George W. Martin	80.00	4 00
do	William M. Beal	79.56	2 05
do	do	79.56	1 25
Augustus L. Humphreys	None	79.70	2 60
James Trotter	None	159.66	1 25
Augustus Hester	None	159.76	1 25
do	None	80.19	1 25
William R. O'Neal	None	79.02	1 25
Stancil Cobb	None	80.58	1 25
Thomas Powers	None	83.00	1 25
Robert Jemison, jr.	Jeremiah Hendricks	159.96	1 25
do	None	79.98	1 25
do	Thomas Bryan Joes	79.98	1 25
do	do	79.98	1 25
Samuel H. Ford	None	79.83	3 70
do	None	79.83	6 00
do	None	79.83	3 05
do	None	79.99	4 00
do	None	83.00	1 50
do	None	80.00	3 05
do	None	71.00	1 25
James C. Hawley	James Trotter	79.82	1 60
Thomas Coopwood	None	80.05	1 25
John M. Evans	Joseph A. McRaven and Hiram Coffee	79.99	2 15
Robert Jemison, jr.	None	79.79	1 25
do	Richard W. Anderson and Eli M. Driver	80.58	1 25
do	Jeremiah Hendricks	79.98	1 25
do	do	79.98	2 26
do	None	80.21	1 25
do	None	79.79	1 25
do	Richard W. Anderson and Eli M. Driver	79.82	1 82
do	Joseph A. McRaven and Hiram Coffee	79.82	1 37
do	Richard W. Anderson and Eli M. Driver	79.88	1 25
do	do do	79.88	1 25
do	do do	79.88	1 25
do	do do	79.88	1 25
do	do do	79.88	1 25
do	James Stuart	79.83	2 05
do	Thacker W. Winter	81.80	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert Jemison, jr.	None	80.16	$1 25
do	John T. Warner	159.48	1 25
do	John Wright	169.18	1 25
do	Joseph A. McRaven and Hiram Coffee	49.00	1 25
do	John Wright	84.59	1 55
do	Richard W. Anderson and Eli M. Driver	237.06	1 25
do	None	84.59	1 25
do	None	157.76	1 25
Robert J. Walker	Thomas Powers	83.00	1 27
do	John Jones	80.00	1 25
do	Thacker W. Winter	81.80	1 25
do	Richard W. Anderson and Eli M. Driver	77.00	1 25
do	Thacker W. Winter	81.80	1 25
do	Richard W. Anderson and Eli M. Driver	89.50	1 25
do	Henry Loggins	80.58	1 25
do	Edmund Rowe	80.35	1 27
do	do	160.92	1 25
Robert Jemison, jr.	None	59.00	1 25
Malcom Gilchrist	Anthony Winster	160.86	1 25
do	Silas O'Neil and Wm. R. O'Neil	319.12	1 25
do	None	169.60	1 25
do	John Henderson Hines	84.59	1 25
do	James H. Davis	80.20	1 25
do	do	80.20	1 25
Robert Jemison, jr.	George W. Martin and John C. McLemore	79.91	1 25
Robert J. Walker	Ninian E. Powers	79.98	1 25
Malcom Gilchrist	William T. Moore	318.62	1 25
do	George N. Sanders	80.20	1 25
do	do	80.20	1 25
do	Matthew Clanton	80.20	1 25
do	Philemon Williams	77.27	1 25
do	do	77.27	1 25
do	John M. Curry	79.98	1 25
do	do	79.98	1 25
David Glen	John S. Rhea	80.11	1 51
James M. Coopwood	None	79.08	1 25
do	None	79.08	1 39
Robert J. Walker	Asa Holland	77.27	1 25
do	George Reed	80.36	1 25
Moses Cavitt	None	158.40	1 25
Calvin Nicholson	John McSwine	79.98	1 49
do	do	79.98	1 40
do	do	80.03	1 25
do	do	77.30	1 27
Thomas Martin	James Mintor	80.02	1 25
do	do	80.02	1 43
Daniel Greene	John S. Rhea	80.11	1 90
do	do	80.11	2 79
do	do	80.11	2 65
do	Asa Holland	77.27	1 25
Timothy Bloodworth	None	80.48	1 25
John Swearinger	None	79.75	1 51
do	None	80.02	1 25
do	None	80.02	1 39
do	None	79.75	1 25
William Fannin	None	79.65	1 50
do	None	79.65	1 25
do	None	79.65	1 25
Samuel M. Caruthers	None	82.65	1 39
do	None	82.65	1 25
do	None	83.30	1 25
Lewis B. Powers	None	79.98	1 25
do	None	80.03	1 25
James Mathews	None	80.03	1 25
John T. Rather	Alexander Tabb	80.16	1 25
Duncan McIvor	None	80.11	3 05
Malcolm Gilchrist	Robert Thrasher	80.32	1 25
do	do	80.32	1 35
do	Jonathan Benlison	79.60	1 31
do	Horace Carpenter and Henry T. Irish	79.60	1 25
do	do do	79.60	3 10

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Malcolm Gilchrist	Richard W. Anderson and Eli M. Driver	79.60	$1 25
do	do do	79.60	1 25
do	Horace Carpenter and Henry T. Irish	79.60	1 25
do	do do	79.60	1 25
do	do do	79.60	1 25
do	Nicholas Gray	79.75	1 75
do	Dabney A. Martin	80.07	1 75
do	do	80.07	1 25
do	do	80.07	1 25
do	Nicholas Gray	80.07	1 25
do	R. J. Walker and Thomas Barnard	80.16	1 25
do	do do	80.03	1 25
do	do do	80.03	1 25
do	Richard W. Anderson and Eli M. Driver	80.03	1 25
do	James Stuart	80.11	1 25
do	Thomas G. Ellis	79.98	1 25
do	James Stuart	80.11	1 55
Robert McCay	None	78.93	2 70
do	None	78.93	3 00
John S. Rhea	None	80.11	5 85
Malcolm Gilchrist	Richard W. Anderson and Eli M. Driver	80.32	1 25
do	John S. Rhea	80.11	1 25
do	do	80.11	1 44
do	James Stuart	80.20	1 25
William H. Duke	Dabney A. Martin	80.07	1 25
Robert Jemison, jr.	John S. Rhea	80.03	1 25
do	William Minter	79.93	1 31
do	John S. Rhea	80.09	1 25
do	William T. Moore	79.64	1 25
do	None	79.63	1 25
do	None	79.63	1 25
Robert J. Walker	R. J. Walker and Thomas Barnard	80.54	1 28
do	do do	80.54	1 26
do	James Stuart	80.11	1 30
do	R. J. Walker and Thomas Barnard	80.11	1 25
do	Thomas Coopwood	80.11	1 27
do	R. J. Walker and Thomas Barnard	80.03	1 25
do	Robert Love	80.20	1 25
do	Thomas G. Ellis	79.98	1 25
do	George Reed	80.36	1 25
do	James Stuart	79.92	1 25
do	do	79.92	1 25
do	Amos Harris	79.96	1 25
do	John Watt	79.96	1 25
do	Thacker W. Winter	79.96	1 25
do	Richard W. Anderson and Eli M. Driver	79.95	1 25
do	Dabney A. Martin	80.07	1 26
do	Nicholas Gray	79.75	1 25
Isaac Lane	None	79.07	1 27
Robert Jemison, jr.	George A. Sykes	79.08	1 25
do	do	79.08	1 25
do	Friend Ovid Love	78.72	1 25
do	Benjamin M. Bradford	78.72	1 25
do	do	78.72	1 25
do	George A. Sykes	78.72	1 25
do	do	79.54	1 25
do	Green Crowder	79.54	1 25
do	Friend Ovid Love	79.54	1 25
do	Richard W. Anderson and Eli M. Driver	79.39	1 25
do	Friend Ovid Love	79.39	1 25
do	do	79.39	1 30
do	do	78.86	1 49
do	do	78.86	1 38
do	Benjamin M. Bradford	79.49	2 01
do	do	79.37	2 09
Robert J. Walker	John A. Burford	79.07	1 25
do	Benjamin M. Bradford	80.02	1 25
do	Tilman Fitzgerald	79.45	1 25
do	do	79.45	1 25
do	None	79.49	1 44
do	Benjamin M. Bradford	79.49	2 00

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	John S. Rhea	80.11	$1 31
do	James Stuart	84.95	1 25
do	do	84.95	1 25
do	John Lane and John Allen Lane	79.67	1 25
do	John Nolan	85.55	1 25
do	William Maney	85.55	1 25
do	do	85.55	1 55
do	Green Crowder	85.55	1 25
James Bearly	James B. Crowder	85.61	1 33
John H. Newbell	James B. Crowder and Green Crowder	85.61	1 46
do	do do	79.37	1 25
do	do do	79.37	1 25
do	do do	85.61	3 09
Thomas G. Ellis	Richard W. Anderson and Eli M. Driver	85.55	1 25
do	William Maney	85.55	1 25
do	Thomas P. Evans	84.95	1 25
do	Richard W. Anderson and Eli M. Driver	84.95	1 27
do	Thomas P. Evans	84.95	1 25
do	Alvarez Fisk	85.78	1 25
do	do	85.78	1 25
do	do	85.78	1 25
do	do	85.78	1 25
do	William Maney	80.02	2 41
do	do	80.02	1 25
do	Benjamin M. Bradford	80.02	2 66
do	None	79.37	1 25
do	Stephen Mathews	79.37	1 25
do	Benjamin M. Bradford	79.37	1 27
do	None	79.37	1 25
do	James B. Crowder	79.49	1 25
do	George A. Sykes	79.49	1 25
do	Benjamin M. Bradford	79.49	1 25
do	do	79.49	1 25
do	George A. Sykes	79.49	1 25
do	Benjamin M. Bradford	79.49	1 25
do	George A. Sykes	79.08	1 25
do	do	79.08	1 25
Malcolm Gilchrist	do	79.08	1 25
Thomas G. Ellis	James B. Crowder	79.49	1 25
Malcolm Gilchrist	George A. Sykes	79.08	1 25
Thomas G. Ellis	Richard W. Anderson and Eli M. Driver	78.86	1 36
do	R. J. Walker and Thomas Barnard	80.03	1 35
do	John Kirkpatrick	80.11	1 25
do	do	80.11	1 25
do	John A. Burford	79.07	1 25
do	Isaac Lane	79.07	1 52
Thomas Harris	Richard Eskridge	79.67	1 55
Malcolm Gilchrist	John L. Irwin	78.75	1 25
do	George A. Sykes	79.34	1 25
do	Benjamin M. Bradford	80.02	3 02
do	William Maney	80.02	2 06
do	Richard W. Anderson and Eli M. Driver	79.45	1 25
do	do do	79.45	1 25
do	Benjamin M. Bradford	79.01	1 25
do	do	79.01	1 25
do	do	79.01	2 10
do	do	79.01	1 25
do	do	79.01	1 25
do	do	79.01	1 25
do	do	79.01	1 25
do	Thomas G. Ellis	79.01	1 25
do	George A. Sykes	79.08	1 25
do	do	79.08	1 25
do	Robert Jemison, jr	79.07	1 25
do	Richard W. Anderson and Eli M. Driver	79.07	1 25
Robert Jemison, jr	William Maney	80.02	2 40
Benjamin M. Bradford	do	85.55	2 88
do	John S. Rhea	76.00	9 95
do	do	37.00	1 25
do	do	18.00	1 25
do	do	141.00	3 05

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert Jemison, jr.	John G. Freeman	79.92	$1 25
do	do	79.92	1 25
Malcolm Gilchrist	Robert Jemison, jr.	80.03	1 25
Robert J. Walker	Malcolm Gilchrist	79.64	1 25
Joseph Rodgers	Lemuel Jackson	79.64	1 25
Lemuel Jackson	Thomas P. Evans	78.75	2 30
do	do	78.75	1 63
do	do	78.75	2 20
Littleberry Gilliam	do	84.95	2 02
Franklin Love	Benjamin M. Bradford	80.02	2 16
Robert Williams	David Dickinson	81.20	10 00
do	do	81.20	6 50
John B. Jones	None	80.06	1 25
Jacob Oats	David Thornton	85.05	1 25
John B. Peyton and Nicholas Gray	None	79.67	2 51
John A. Lane	None	77.02	3 00
do	None	77.02	2 05
do	None	79.39	3 30
James Upton	Alvarez Fisk	79.67	1 25
do	do	79.67	1 25
John H. Tabb	Joseph L. D. Smith	79.15	1 25
do	do	79.15	1 25
Samuel Coleson	None	79.39	1 27
William S. Young	None	81.13	2 20
Joseph Forgay	Thomas B. Ives	79.67	2 26
Franklin Love	None	81.13	1 42
Charles Miles	William T. Moore	82.09	1 25
John B. Wood	John S. Rhea	82.20	1 25
Samuel McCracken	None	76.42	1 25
do	None	76.42	1 25
Robert J. Walker	William T. Moore	82.09	1 25
James Nations	None	84.10	1 25
William Minter	None	82.15	1 25
Thomas G. Ellis	Benj. M. Bradford	84.46	1 25
do	do	84.46	1 25
John Noland	None	79.66	1 25
Thomas G. Ellis	Joseph M. Terry	79.41	1 25
John A. Lane	None	79.37	1 25
Thomas G. Ellis	Joseph M. Terry	82.15	1 25
Robert Jemison, jr.	Andrew R. Govan	79.39	2 00
do	do	79.39	2 51
do	None	80.07	1 25
James Parker	None	79.39	1 25
do	None	79.39	2 35
Robert Jemison, jr.	None	85.03	1 25
do	Benjamin M. Bradford	84.46	1 25
do	do	84.46	1 25
do	do	84.46	1 25
do	Malcolm Gilchrist	82.09	1 25
do	Nancy Talbert	82.09	1 25
do	William Truit	79.37	1 25
do	Thomas Kirkman and Jos. L. D. Smith	79.15	1 25
do	do do	79.06	1 25
do	None	80.07	1 25
do	David Dickerson	80.07	1 26
do	do	80.07	1 25
do	Alvarez Fisk	85.03	2 00
do	Richard W. Anderson and Eli M. Driver	79.59	1 25
do	John Balfour	79.39	3 52
do	Joseph Collins	82.09	1 39
do	None	80.23	1 25
do	Thomas Kirkman and Jos. L. D. Smith	79.06	1 25
do	do do	79.06	1 25
do	do do	79.06	1 25
do	do do	79.59	1 25
do	do do	79.06	1 25
do	do do	79.40	1 25
do	None	79.40	1 83
do	Thacker W. Winter	79.80	1 25
do	None	84.46	1 25
do	Joseph M. Terry	79.41	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert Jemison, jr.	Sterling Harrison	79.41	$1 25
do	do	79.41	1 25
do	Joseph M. Terry	82.15	1 25
do	do	82.15	1 25
do	None	79.40	1 25
do	Allen Walker	80.20	1 25
do	Nicholas Gray	79.41	1 25
do	do	79.41	1 25
do	do	79.41	1 25
do	Joseph M. Terry	82.15	1 25
do	do	79.75	1 25
do	do	79.75	1 25
Thomas G. Ellis	McKinney Holderness	81.13	2 16
do	Silas M. Catching	81.13	1 49
do	James A. Girault	81.13	1 31
do	do	81.04	1 25
do	A. Fisk	81.04	1 25
do	John Smith	81.04	1 25
do	John Lane and John Allen Lane	81.04	1 25
do	David Dickinson	80.07	1 25
do	do	80.07	2 51
do	do	80.07	1 27
do	do	80.07	1 79
do	Robert Jemison	80.23	1 25
do	John Brister	80.23	1 25
do	John B. Jones	80.23	1 25
do	David Dickinson	81.20	1 44
do	do	81.20	2 00
do	do	81.31	1 25
do	James Scott	81.31	1 25
do	do	81.31	1 25
do	James A. Girault	81.31	1 25
do	Richard W. Anderson and Eli M. Driver	80.14	1 25
do	Solomon Wolf	80.14	1 26
do	David Dickinson	80.14	1 25
do	James Nations	84.46	1 25
do	Benjamin M. Bradford	84.46	1 25
do	do	80.48	1 25
do	James Watson	80.48	1 25
Andrew J. McDonald	Thacker W. Winter	79.39	1 25
Searles McCreless	Thomas Kirkman and Joseph L. D. Smith	79.22	1 25
William Truit	None	79.37	1 25
Sterling Harrison	None	79.37	1 89
Nancy Talbert	None	82.09	1 25
Daniel Greene	None	81.31	1 25
John Williams	Andrew R. Govan	80.49	1 25
Thomas G. Ellis	Thacker W. Winter	79.80	1 25
do	Alvarez Fisk	79.80	1 25
do	None	79.80	1 25
do	Thomas Kirkman and Joseph L. D. Smith	79.22	1 25
do	do do	79.22	1 25
do	James Blackburn	70.59	1 25
do	Richard W. Anderson and Eli M. Driver	79.59	1 25
do	Nancy Talbert	82.09	1 25
do	Alfred Battle	79.95	1 29
do	Alvarez Fisk	79.95	1 25
do	None	79.95	1 25
do	None	79.95	1 25
do	Joseph L. D. Smith and Thomas Kirkman	79.15	1 27
do	Joseph L. D. Smith	79.15	1 25
do	Thomas Kirkman and Joseph L. D. Smith	79.15	1 50
do	Joseph L. D. Smith	79.15	1 36
do	Alfred Battle	79.06	1 25
do	do	79.06	1 25
do	Allen Walker	80.20	1 25
do	Joseph L. D. Smith	79.40	1 25
do	do	79.40	1 25
do	Hardin D. Runnels	79.41	1 25
do	Joseph M. Terry	82.15	1 25
do	do	79.75	1 25
do	Benjamin Greenhow	79.75	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	John Lane and John Allen Lane	80.07	$1 25
do	Thomas G. Ellis	80.07	1 25
do	None	79.82	1 25
do	Elkanah Sullivan, sen	79.39	1 25
do	McKinney Holderness	79.39	2 61
do	Augustus S. Campbell	81.04	1 25
do	None	81.04	1 25
do	James G. Beaty	79.67	1 29
do	John Brister	80.23	1 25
do	None	81.20	1 25
do	David Dickinson	81.20	1 25
do	do	81.20	1 25
do	None	80.14	1 25
do	None	80.14	1 25
do	John Jackson	79.66	1 25
do	do	79.66	1 25
do	Lewis Shelton	79.66	1 45
do	Malcolm Gilchrist	79.66	1 25
do	Richard W. Anderson and Eli M. Driver	79.66	1 49
do	Lewis Shelton	79.66	2 08
do	Nancy Talbert	82.09	1 65
do	Hardin D. Runnells	79.37	1 25
do	William Truit	79.37	1 25
do	do	79.37	1 25
do	Allen Walker	80.20	1 25
do	Joseph M. Terry	82.15	1 25
do	Alvarez Fisk	81.84	1 25
James Russel	None	80.06	1 25
do	None	80.06	1 25
Malcolm Gilchrist	Horace Carpenter and Henry T. Irish	81.20	1 25
do	David Dickinson	80.14	3 05
do	John Lane and John Allen Lane	77.02	1 25
do	do do	77.02	1 25
do	Silas M. Catching	81.13	3 37
do	Richard W. Anderson and Eli M. Driver	79.66	1 25
do	John Jackson	79.66	1 25
do	Thomas Kirkman and Joseph L. D. Smith	79.22	1 25
do	Joseph Collins	82.23	1 25
do	do	82.23	1 25
do	do	82.23	1 25
do	Jonathan Burlison	82.23	1 25
do	Joseph Collins	80.02	1 25
do	do	80.02	1 25
do	Richard W. Anderson and Eli M. Driver	80.02	1 25
do	do do	80.02	1 25
do	Thomas Kirkman and Joseph L. D. Smith	79.22	1 25
do	do do	79.22	1 25
do	Joseph Logan	79.37	1 25
do	Harden D. Runnells	79.37	1 25
do	Richard W. Anderson and Eli M. Driver	79.95	1 25
do	Sterling Harrison	80.20	1 26
John B. Peyton and Nicholas Gray	Alvarez Fisk	79.67	2 51
do do	do	79.67	2 98
do do	do	79.67	2 50
Richard Eskridge	None	80.03	3 00
Benjamin Weeks	Horace Carpenter and Henry T. Irish	83.37	1 40
do	do do	83.37	1 41
do	do do	80.09	1 25
do	do do	80.09	1 25
do	do do	80.09	1 25
do	do do	80.09	1 25
Charles B. Green, jr., and Montford Jones	None	160.66	1 25
William Barnes	Curtis Terry	80.45	1 25
do	do	79.82	1 25
John Taylor	None	82.35	1 25
do	None	82.35	1 25
Moses Crowson	Andrew Lockridge	77.85	1 25
Boling C. Burnett	William Johnston	79.44	1 53
John B. Jones	None	88.23	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Samuel V. Gillespie	None	79.72	$1 25
William Stone	None	79.38	1 25
do	None	79.38	1 49
William Hays	John W. Hays	81.63	1 80
Malcolm Gilchrist	Jesse W. Garth	80.98	1 25
do	do	80.98	1 25
do	do	80.98	1 25
do	Joseph Collins	78.10	1 26
do	Edward C. Wilkinson	82.83	1 25
do	do	82.83	1 25
do	do	82.83	1 25
do	Ed. C. Wilkinson and Everard M. Eggleston	82.83	1 25
do	do do	82.83	1 25
do	Edward C. Wilkinson	82.83	1 25
do	do	82.83	1 25
do	Thomas G. Ellis	76.81	1 25
do	do	76.81	1 25
do	R. J. Walker and Thomas Barnard	76.81	1 25
do	Thomas G. Ellis	76.81	1 25
do	Horace Carpenter and Henry T. Irish	76.81	1 25
do	do do	76.81	1 25
do	do do	76.81	1 26
do	R. J. Walker and Thomas Barnard	75.91	1 25
do	Edward C. Wilkinson	79.54	1 25
do	Benjamin M. Bradford	79.54	1 25
do	do	79.54	1 25
do	Edward C. Wilkinson	79.54	1 25
do	do	79.54	1 25
do	do	79.54	1 25
do	Benjamin M. Bradford	79.54	1 25
do	do	79.54	1 25
do	R. J. Walker and Thomas Barnard	80.05	1 25
Allen Glover	None	88.42	1 25
do	None	88.42	1 25
do	None	88.13	1 25
Robert Jemison, jr.	James B. Rodgers	79.83	1 25
do	Richard Eskridge	80.03	1 51
Benjamin Weeks	None	76.81	1 25
Robert Jemison, jr	James B. Rodgers	79.83	1 25
do	Richard Eskridge	88.61	1 51
do	James B. Rodgers	79.52	1 25
do	do	79.52	1 25
do	do	79.52	1 25
do	William Johnston	79.52	1 25
do	Richard Eskridge	88.23	1 25
do	Richard W. Anderson and Eli M. Driver	88.23	1 25
do	Richard Eskridge	79.41	1 25
do	do	88.61	1 25
do	do	88.61	1 25
do	do	88.61	1 27
do	do	88.13	1 56
Thomas G. Ellis	Thacker W. Winter	81.63	1 27
do	Gabriel B. Ragsdale	80.98	1 25
do	do	80.98	1 27
do	Alvarez Fisk	80.98	1 27
do	R. J. Walker and Thomas Barnard	79.91	1 25
do	do do	79.91	1 25
do	James Flack	78.10	1 25
do	Ebenezer Minter	75.91	1 25
do	do	75.91	1 25
do	Andrew Lackridge	77.85	1 25
do	do	77.85	1 25
do	Wiley Wilson	80.28	1 25
do	do	80.28	1 25
Robert Jemison, jr	William Minter	82.15	1 25
James R. Marsh	Thacker W. Winter	80.28	1 27
do	do	87.01	2 01
Samuel Beene	None	80.80	1 25
Elijah Brown	Horace Carpenter and Henry T. Irish	80.32	1 25
do	do do	80.32	1 27
David Williams	None	78.72	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
David L. Johnson	David Thornton	79.03	$1 25
do	do	79.03	1 25
David Mabray	Edward Plummer	80.36	1 25
Claiborne Callicoate	None	156.78	2 00
Henry Person	None	81.00	1 25
Param Thompson	None	83.85	1 25
do	None	83.85	1 55
do	None	83.85	1 25
Peter Q. Bridges	None	91.27	1 35
do	None	86.51	1 25
do	None	86.51	1 25
Augustus B. Saunders	Horace Carpenter and Henry T. Irish	80.70	1 25
do	do do	316.72	1 25
do	do do	79.18	1 25
do	do do	157.34	1 25
do	do do	642.60	1 25
Thomas G. Nixon	None	79.06	2 95
do	None	79.06	1 40
Alfred Battle	None	79.20	1 25
do	None	79.20	2 05
Thomas G. Ellis	Edward Plummer	80.02	1 25
Boling C. Burnett	None	79.68	1 25
do	None	78.97	1 26
do	None	80.36	1 25
do	None	79.06	1 26
Jesse Kelly	None	78.67	1 25
Jenkin Devany	None	79.24	1 25
Thacker W. Winter	None	79.94	3 09
do	None	80.28	1 25
do	None	80.38	1 25
Thomas G. Ellis	Alvarez Fisk	81.62	1 25
do	Searles McCreless	80.19	1 25
do	William Stone	78.92	1 25
do	John Lane and John Allen Lane	91.27	1 25
do	do do	91.27	1 25
do	Thacker W. Winter	79.26	1 25
do	William Stone	79.24	1 25
do	Thacker W. Winter	87.36	1 25
do	do	87.36	1 25
do	do	78.86	1 25
do	Joseph Nations	79.68	1 25
do	do	79.68	1 25
do	William Barton	79.68	1 25
do	R. J. Walker and Thomas Barnard	79.91	1 25
do	do do	78.97	1 25
do	Thacker W. Winter	80.36	1 25
R. J. Walker	Green Crowder	80.31	1 25
do	R. J. Walker and Thomas Barnard	87.36	1 25
do	do do	87.36	1 25
do	do do	87.36	1 35
do	Thacker W. Winter	87.36	1 26
do	do	87.01	2 05
do	R. J. Walker and Thomas Barnard	79.91	1 25
do	do do	79.68	1 25
do	do do	79.68	1 25
do	do do	79.68	1 25
do	John A. Burford	87.58	1 25
do	R. J. Walker and Thomas Barnard	87.58	1 25
Robert Jemison, jr	Richard W. Anderson and Eli M. Driver	79.94	1 25
do	do do	79.94	1 25
do	Thacker W. Winter	79.94	1 25
do	do	87.01	1 25
do	James B. Crowder	87.23	1 25
do	Henry Epperson	87.23	1 25
do	R. J. Walker and Thomas Barnard	87.23	1 25
do	None	87.23	1 25
do	None	87.23	1 25
do	None	87.23	1 25
do	None	80.38	1 25
do	None	80.38	1 25
do	Thacker W. Winter	87.36	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Malcolm Gilchrist	Richard W. Anderson and Eli M. Driver	79.94	$1 42
Robert J. Walker	R. J. Walker and Thomas Barnard	78.97	1 25
Jeremiah Gilbert	Thomas Williams	161.40	1 25
John A. Lane	None	86.72	1 55
do	None	91.27	1 35
Robert J. Walker	R. J. Walker and Thomas Barnard	81.57	1 25
do	Thacker W. Winter	79.68	1 25
do	None	78.39	1 25
do	John Person	78.39	1 25
do	R. J. Walker and Thomas Barnard	78.39	1 25
do	do do	78.39	1 25
do	John Person	78.39	1 25
do	R. J. Walker and Thomas Barnard	79.24	1 25
do	do do	78.86	1 25
do	do do	79.13	1 25
do	Edward Plummer	79.13	1 25
do	R. J. Walker and Thomas Barnard	79.13	1 25
do	do do	79.13	1 25
do	do do	80.02	1 25
do	Richard W. Anderson and Eli M. Driver	80.02	1 25
do	do do	80.02	1 32
do	Thacker W. Winter	80.02	1 25
do	do	79.09	1 25
do	Richard W. Anderson and Eli M. Driver	79.09	1 25
do	James Stuart	79.09	1 28
do	do	79.09	1 25
de	Benjamin M. Bradford	79.68	1 25
do	R. J. Walker and Thomas Barnard	79.91	1 25
do	Allen Glover	78.97	1 25
do	David Thornton	79.03	1 25
do	Richard W. Anderson and Eli M. Driver	79.03	1 25
do	James Stuart	78.72	1 25
do	Alvarez Fisk	78.72	1 25
do	James Stuart	78.72	1 25
do	Thacker W. Winter	78.72	1 25
do	do	78.72	1 25
do	Richard W. Anderson and Eli M. Driver	80.36	1 25
do	do do	80.36	1 25
do	do do	80.36	1 25
do	R. J. Walker and Thomas Barnard	80.80	1 25
do	do do	158.36	1 25
do	do do	79.18	1 25
do	do do	80.70	1 26
do	do do	80.00	1 35
do	do do	80.00	1 25
Malcolm Gilchrist	do do	79.91	1 25
do	Hardin D. Runnells	81.50	1 25
do	do	81.50	1 25
do	do	81.50	1 25
do	do	81.50	1 25
do	do	81.50	2 50
do	do	81.50	1 39
do	do	81.50	1 25
do	do	81.50	1 25
do	dó	83.85	2 45
do	do	83.85	1 25
do	Searles McCreless	80.19	1 25
do	do	80.19	1 25
do	R. J. Walker and Thomas Barnard	79.24	1 25
do	Hardin D. Runnels	79.11	1 25
Robert Jemison, jr	R. J. Walker and Thomas Barnard	80.43	1 25
do	Richard W. Anderson and Eli M. Driver	80.02	1 25
do	R. J. Walker and Thomas Barnard	80.19	1 25
do	Richard W. Anderson and Eli M. Driver	80.19	1 25
do	do do	79.94	1 25
do	do do	79.94	1 25
do	do do	79.94	1 25
Joseph Person	None	80.00	1 25
do	None	80.04	1 25
Thos. Barnard and Robt. J. Walker	Andrew Oliver	80.15	1 25
do do	do	80.15	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Thos. Barnard and Robt. J. Walker	Andrew Oliver	80.06	$1 25
do do	do	80.06	1 25
Stephen Threlkeld	None	79.07	1 93
do	None	79.07	2 99
John Lane and John A. Lane	None	79.85	1 91
do do	None	79.81	2 11
do do	None	79.81	1 25
do do	None	79.81	1 25
do do	None	79.81	1 51
do do	None	79.76	1 71
Henry T. Irish and Horace Carpenter	John G. Freeman	79.03	1 25
Hardin D. Runnells	None	79.86	1 58
do	None	79.86	1 92
do	None	79.86	1 25
do	None	79.86	1 68
do	None	158.14	1 25
do	None	159.48	1 25
do	None	79.08	1 75
do	None	79.08	1 95
do	None	79.51	2 70
do	None	79.51	2 06
do	None	79.51	2 81
do	None	79.51	3 03
do	None	160.32	1 25
Robert Jemison, jr	None	79.76	2 00
do	None	79.76	2 01
do	None	79.85	2 23
Alfred Battle	Wm. T. Willis and John W. Willis	79.08	1 25
do	do do	79.08	1 33
do	do do	79.08	3 01
do	do do	79.08	2 90
Philip J. Weaver	None	79.63	2 00
do	None	79.63	1 52
do	None	79.63	1 48
do	None	79.81	1 88
do	None	80.11	1 28
John B. Jones	None	318.32	1 25
do	None	79.81	2 07
do	None	80.11	1 50
do	None	239.28	1 25
do	None	79.76	2 50
do	None	79.58	1 25
do	None	79.03	1 86
do	Wm. T. Willis and John W. Willis	159.02	1 25
Robert Jemison, jr	Thacker W. Winter	80.43	1 25
Peter C. Chambliss	None	67.00	2 00
John Goodwin	Sam'l Gustin, J. B. Peyton and L. R. Marshall	61.50	7 55
do	do do do	79.95	3 06
do	do do do	79.95	4 66
do	do do do	79.95	1 90
do	do do do	80.23	1 25
Wm. Richey	None	61.50	1 25
Littlebury Gilliam	None	80.02	1 25
Thomas G. Ellis	None	40.25	1 50
James Manasco	None	80.95	1 25
do	None	80.95	1 25
Jesse Beene	None	80.70	1 25
do	None	80.70	1 25
Lemuel Beene	None	80.05	1 25
Edwin Foster	None	80.05	1 25
John T. Rather	Thacker W. Winter	31.63	1 25
John J. McCaughan	William Johnston	79.52	1 25
John Rogers	None	79.41	1 25
do	None	88.23	1 25
Robert J. Walker	R. J. Walker and Thomas Barnard	75.91	1 25
do	None	80.45	1 25
do	None	80.45	1 25
do	R. J. Walker and Thomas Barnard	79.82	1 25
do	do do	79.38	1 25
do	William Johnston	79.44	1 84
do	John Lane and John Allen Lane	87.56	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robt. J. Walker	John A. Binford	87.56	$1 25
do	do	87.56	1 25
do	do	87.56	1 25
Thomas G. Ellis	None	79.80	1 25
do	None	79.80	1 53
do	None	64.56	2 30
do	None	62.00	2 25
do	None	73.98	2 01
do	None	80.44	2 50
do	None	80.44	1 31
do	None	80.44	1 25
do	None	63.63	3 21
do	None	67.50	7 00
do	None	146.22	2 00
do	None	80.10	1 25
do	None	80.10	1 50
Rob't J. Walker and Thos. Barnard	None	80.10	2 00
do do	None	53.00	2 76
do do	None	40.43	1 25
do do	None	62.19	2 05
do do	None	78.00	1 25
do do	None	74.60	1 25
do do	None	70.72	1 63
do do	None	80.23	1 25
do do	None	9.45	1 30
do do	None	34.45	1 25
do do	None	101.90	2 07
do do	None	80.10	2 00
do do	None	79.90	1 25
do do	None	95.90	1 25
do do	None	80.19	1 50
do do	None	80.19	1 49
do do	None	91.45	2 01
do do	None	79.90	1 25
Malcolm Gilchrist	None	79.82	1 52
do	None	120.66	4 00
do	None	82.00	3 10
do	None	79.82	1 88
do	None	79.95	1 43
do	None	79.95	1 40
do	None	79.95	3 41
do	None	79.95	1 59
do	None	79.84	2 21
do	None	79.84	1 58
do	None	79.84	2 89
do	None	10.40	6 00
do	None	51 00	1 25
do	None	45.37	2 12
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	80.19	2 50
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	80.19	1 70
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	80.19	2 50
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	80.19	2 47
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	80.19	1 72
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	79.84	1 90
John J. McCaughan	Thomas Barnard and R. J. Walker	80.19	1 25
Samuel Gustine, John B. Peyton, Levin R. Marshall	None	79.95	3 05
Boling C. Burnet	None	79.95	1 25
William McAdoo	None	114.03	1 25
Benjamin M. Bradford	John S. Rhea and Benjamin M. Bradford	71.16	7 20
Isaac Lane	None	88.00	5 06
do	None	86.00	4 25
Malcolm Gilchrist	None	78.74	5 05
Wiley Davis and H. G. Runnells	None	80.11	1 91
do do	None	80.09	1 49

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Wiley Davis and H. G. Runnells..	None	80.09	$1 78
do do ..	None	160.18	1 25
do do ..	None	398.44	1 25
do do ..	None	82.65	3 08
do do ..	None	79.94	1 25
do do ..	None	79.94	1 42
James P. Parker	R. J. Walker and Thomas Barnard	79.68	3 50
do	do do	109.96	2 00
do	do do	36.75	10 00
do	do do	50.89	8 05
do	do do	80.00	4 50
do	do do	77.60	6 85
Malcolm Gilchrist	None	160.08	1 25
do	None	80.04	2 99
do	None	78.66	2 03
do	None	81.50	2 51
do	None	60.00	2 15
do	None	44.93	2 45
do	None	47.60	1 85
do	None	62.00	2 11
do	None	63.50	2 05
Thomas G. Ellis	None	80.10	1 25
do	None	79.84	6 00
do	None	75.23	1 35
do	None	95.10	4 95
do	None	80.00	3 05
Peter C. Chambliss and Henry T. Irish	None	80.10	2 00
R. J. Walker and Thos. Barnard..	None	79.94	1 25
do do ..	None	79.68	7 50
do do ..	None	79.68	2 50
do do ..	Wiley Davis	80.10	2 50
do do ..	None	159.68	1 25
do do ..	None	80.04	2 05
do do ..	None	64.00	8 00
do do ..	None	80.00	2 00
do do ..	None	80.00	1 65
do do ..	None	80.00	1 25
James C. Griffin	None	79.84	2 55
do	None	79.84	2 00
Nicholas Gray	Thomas G. Ellis	80.09	1 61
do	Glendy Burke	55.19	1 81
do	do	79.94	2 00
do	Thomas G. Ellis	79.84	5 50
do	do	105.50	6 75
Robert Jamison, jr	William M. Beal	87.57	1 65
Robert Robinson	None	79.63	1 50
do	None	59.00	1 25
Robert Jamison, jr	John S. Rhea	80.03	1 25
do	None	80.38	1 25
Wiley Davis	None	60.00	3 00
do	None	79.83	1 25
do	None	79.83	1 56
do	None	79.97	1 25
Malcolm Gilchrist	None	68.83	1 65
do	None	82.33	2 05
do	None	65.55	1 25
Nicholas Gray	Thomas G. Ellis	70.18	4 98
do	Glendy Burke	80.99	1 29
Thomas G. Ellis	None	80.03	1 75
do	None	88.68	7 00
do	R. J. Walker and Thomas Barnard	58.00	3 15
do	None	80.66	1 26
Robert J. Walker	None	107.82	5 70
Thomas G. Ellis	None	81.46	5 00
do	None	69.35	8 10
do	None	99.52	1 25
do	None	79.52	1 77
do	R. J. Walker and Thomas Barnard	79.82	1 41
Peter C. Chambliss and H. T. Irish	None	79.52	1 33
do do	None	79.53	5 00

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Peter C. Chambliss and H. T. Irish	None	79.82	$1 78
do do	None	61.00	1 90
do do	None	19.42	1 35
R. J. Walker and Thomas Barnard	None	88.00	1 25
do do	None	13.95	1 25
do do	None	80.04	1 25
do do	None	65.00	1 25
do do	None	78.30	1 80
do do	None	80.04	1 25
do do	None	80.04	1 25
do do	None	80.04	1 25
do do	None	79.97	1 25
do do	None	79.97	1 25
Robert J. Walker	Thomas G. Ellis	55.00	2 00
do	do	58.00	2 00
do	R. J. Walker and Thomas Barnard	70.35	6 01
do	Thomas G. Ellis	80.46	3 00
do	do	81.26	2 00
do	do	79.52	1 25
do	do	79.52	1 25
do	R. J. Walker and Thomas Barnard	80.99	1 25
do	do do	80.99	1 27
do	do do	79.82	1 34
do	do do	79.82	1 51
do	Malcolm Gilchrist	84.90	1 75
do	do	100.28	2 10
do	do	69.90	1 51
do	do	77.90	1 25
do	do	80.07	1 25
do	do	80.07	1 29
do	do	79.88	1 39
do	do	79.88	1 25
do	do	47.87	1 51
do	do	80.02	1 33
do	do	79.64	1 25
Hugh B. Tally	None	80.00	1 25
William Tucker	None	88.02	1 25
William Tunstall	None	51.00	2 51
do	Henry T. Irish and Horace Carpenter	80.33	1 45
Richard Tunstall	None	81.17	1 25
do	None	80.33	1 45
James W. Lansford	None	74.32	1 25
Thomas G. Ellis	None	52.89	1 25
do	Horace Carpenter and Henry T. Irish	80.13	1 25
do	do do	80.13	1 25
do	do do	80.13	1 25
do	James P. Parker	80.00	1 25
do	do	80.00	1 25
do	do	80.00	1 25
do	David W. Connelly	79.32	1 27
do	William M. Gwin	80.24	1 25
do	do	80.24	1 50
do	Malcolm Gilchrist	79.62	1 25
do	do	79.62	1 25
do	David W. Connelly	79.62	1 35
do	do	79.62	1 25
do	do	79.62	1 25
Thomas Haralson	None	41.47	1 31
Robert J. Walker	Henry T. Irish and Horace Carpenter	99.00	1 25
do	Thomas G. Ellis	2.02	1 27
do	John Watt	87.52	1 55
do	do	93.02	1 25
do	do	81.17	1 25
do	Henry T. Irish and Horace Carpenter	80.33	1 35
do	John Watt	162.34	1 25
do	Henry T. Irish and Horace Carpenter	80.33	1 35
do	Thomas G. Ellis	79.66	1 25
do	None	80.13	1 25
do	None	80.13	1 25
do	None	80.13	1 25
do	James P. Parker	126.80	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	James P. Parker	70.60	$1 25
do	do	160.00	1 25
do	David W. Connelly	237.30	1 25
do	Peter C. Chambliss	7.00	1 25
do	David W. Connelly	79.32	1 25
do	William M. Gwin	131.24	1 25
do	do	109.45	1 75
do	do	80.24	1 25
do	Thomas Haralson	76.61	1 25
do	Malcolm Gilchrist	112.50	3 00
do	David W. Connelly	126.90	1 25
Samuel W. Sullivan	None	96.83	1 25
do	None	96.83	5 45
Thomas Rigby	None	79.75	2 03
Malcolm Gilchrist	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 85
Benjamin Whitfield and Benjamin Hatch	John Lane and John Allen Lane	96.83	7 65
Benjamin Whitfield and Benjamin Hatch	do do	80.18	2 05
John A. Lane	None	56.00	7 41
do	None	80.20	4 55
do	None	80.00	3 00
Thomas G. Ellis	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 45
Robert J. Walker	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.75	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.75	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.75	1 27
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	76.04	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	2 05
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	77.00	5 80
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 44
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	2 00
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 70
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 85
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 66
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.90	1 45
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 34
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.00	1 25
do	R. J. Walker and Thos. Barnard	8.80	1 43
do	do do	80.00	1 25
do	do do	80.00	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.25	1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	80.25	1 47
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79 97	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.97	$1 25
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.97	1 54
do	R. J. Walker, Thos. Barnard, John Lane, and John Allen Lane	79.97	1 25
do	John Lane and John Allen Lane	80.20	2 65
do	do do	80.20	5 00
do	do do	80.20	2 99
do	R. J. Walker, Thomas Barnard, John Lane, and John Allen Lane	80.08	4 25
do	R. J. Walker, Thomas Barnard, John Lane, and John Allen Lane	80.08	3 40
do	R. J. Walker, Thomas Barnard, John Lane, and John Allen Lane	160.16	3 05
do	R. J. Walker, Thomas Barnard, John Lane, and John Allen Lane	80.08	3 80
do	John Lane and John Allen Lane	80.20	1 25
Jacob Rice	R. J. Walker and Thomas Barnard	104.75	1 25
Robert J. Walker	None	810.96	1 25
do	Joseph Hough	80.90	1 25
do	do	171.50	1 25
do	do	160.00	1 25
do	do	79.97	1 25
do	do	79.97	1 25
do	do	79.97	1 25
do	do	58.67	1 25
do	do	160.40	1 25
do	do	320.00	1 25
do	do	160.36	1 25
do	do	160.36	1 25
do	do	160.36	1 25
do	do	160.00	1 25
do	do	80.00	1 25
do	do	160.00	1 25
do	do	160.00	1 25
do	do	160.16	1 25
do	do	80.08	1 25
do	do	160.16	1 25
do	do	160.16	1 25
do	do	80.08	1 25
do	do	319.32	1 25
do	do	239.42	1 25
do	do	79.83	1 25
do	do	240.60	1 25
do	do	80.00	1 25
do	do	80.04	1 25
Thomas G. Ellis	do	80.00	1 25
do	do	96.83	1 25
do	do	97.20	1 25
do	Thomas Rigby	80.00	1 25
do	do	80.00	1 25
do	Joseph Hough	160.00	1 25
do	do	80.00	1 25
do	do	76.63	1 25
do	do	80.00	1 25
do	do	160.00	1 25
do	do	80.00	1 25
do	do	80.00	1 25
do	do	80.18	1 25
do	do	79.72	1 25
do	do	79.72	1 25
do	do	478.32	1 25
do	do	320.00	1 25
do	do	240.00	1 25
do	do	80.00	1 25
do	do	240.24	1 25
do	do	160.74	1 25
do	Joseph A. McRaven and Hiram Coffee	211.77	1 25
do	do do	643.76	1 25
Robert J. Walker	None	320.80	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Thomas G. Ellis	Malcolm Gilchrist	320.00	$1 25
do	do	229.18	1 25
do	Joseph Hough	80.00	1 25
do	Joseph A. McRaven and Hiram Coffee	154.62	1 25
do	Robert Dixon	160.56	1 25
do	R. J. Walker and Thomas Barnard	320.16	1 25
do	do do	320.24	1 25
do	do do	80.06	1 25
Robert J. Walker	Joseph Hough	80.00	1 25
do	do	80.00	1 25
do	do	80.00	1 25
do	William M. Gwin	239.43	1 25
do	Robt. J. Walker and Thos. Barnard	112.30	1 25
do	do do	227.98	1 25
do	do do	109.04	1 25
do	do do	103.02	1 25
do	do do	105.36	1 25
do	do do	107.36	1 25
do	Samuel N. Sullivan	79.61	1 25
do	Joseph A. McRaven and Hiram Coffee	30.00	1 25
do	Malcolm Gilchrist	80.00	1 25
do	Robt. J. Walker and Thos. Barnard	301.93	1 25
do	do do	480.00	1 25
do	do do	190.66	1 25
do	do do	160.00	1 25
do	Robert Dixon	319.12	1 25
do	Malcolm Gilchrist	239.34	1 25
do	Robt. J. Walker and Thos. Barnard	240.18	1 25
do	do do	161.28	1 25
do	do do	80.04	2 75
do	do do	160.08	3 00
Samuel Gwin	None	239.43	1 25
do	None	461.30	1 25
do	None	159.94	1 25
Robert H. Sterling	None	55.50	5 00
do	None	70.52	1 31
do	None	79.97	1 25
do	None	79.97	2 01
Miles Knowlton	Robert H. Sterling	156.96	1 25
Thomas G. Ellis	Joseph Hough	164.62	1 25
do	do	207.02	1 25
do	James A. Girault, jr.	323.98	1 25
do	Thomas Kirkman	79.90	1 25
do	Joseph Hough	160.00	1 25
do	Thomas Kirkman	639.72	1 25
do	Joseph Hough	320.00	1 25
do	do	320.00	1 25
do	James A. Girault, jr.	263.48	1 25
do	do	8.12	1 25
do	R. J. Walker and Thomas Barnard	27.52	1 25
do	do do	440.04	1 25
do	do do	79.87	1 25
Robert H. Sterling	None	309.61	1 25
Robert J. Walker	None	417.87	1 25
do	R. J. Walker and Thomas Barnard	332.05	1 25
do	Peter C. Chambliss	212.14	1 25
do	Thomas Kirkman	79.70	1 25
do	do	159.80	1 25
do	Robert H. Sterling	159.84	1 25
do	Thomas Kirkman	159.44	1 25
do	do	79.89	1 25
do	William R. Campbell and Joseph Hough	80.00	1 25
do	R. J. Walker and Thomas Barnard	160.26	1 25
do	do do	318.15	1 25
do	William R. Campbell and Joseph Hough	320.00	1 25
do	do do	80.00	1 25
do	None	320.80	1 25
William Dempsey	None	159.80	1 25
Samuel McJankin	None	163.98	1 25
Robert J. Walker	John Lane and John A. Lane	78.95	1 37
do	Isaac Colwell	80.06	1 43

B.—*Statement of the quantity of land sold.*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker	None	80.00	$1 26
do	None	80.98	1 25
do	None	80.29	1 40
do	R. J. Walker and Thomas Barnard	78.36	1 51
do	do do	150.55	1 25
do	do do	148.71	1 25
do	do do	495.22	1 25
do	do do	230.63	1 25
do	William Cargill	160.00	1 25
do	John Lane and John A. Lane	319.80	1 25
do	William R. Campbell and Joseph Hough	160.00	1 25
do	Isaac Colwell	181.73	1 25
do	do	76.00	1 25
do	R. J. Walker and Thomas Barnard	168.93	1 25
do	Hiram G. Runnells	240.24	1 25
Thomas G. Ellis	R. J. Walker and Thomas Barnard	79.49	1 26
do	do do	79.61	1 30
William Cargill	None	78.89	1 90
Rob't J. Walker and John A. Lane	None	79.51	1 27
do do	None	163.84	1 25
do do	None	80.85	1 39
Malcolm Gilchrist	None	37.00	1 25
John L. Irwin	None	80.35	1 25
do	None	159.84	1 25
Rob't J. Walker and Thos. Barnard	None	79.78	1 25
do do	None	79.92	1 25
do do	David W. Mitchell	160.70	1 25
do do	None	79.92	1 25
David Lloyd	John R. Foy	160.23	1 25
do	do	40.15	1 25
Alvarez Fisk	None	79.78	1 25
James A. Girault	None	79.88	1 25
do	None	159.93	1 25
do	None	84.93	1 25
David Dickinson	None	80.52	1 25
do	None	80.63	1 25
John T. Hammond	None	79.58	1 25
James A. Girault	None	79.58	1 85
Rob't J. Walker and Thos. Barnard	None	88.21	1 25
do do	None	88.21	1 25
do do	None	88.21	1 25
R. W. Anderson and Eli M. Driver	None	87.73	1 25
do do	None	175.71	1 25
do do	None	175.71	1 25
Arabella Green	None	39.74	1 25
Moses Crowson	None	80.42	1 25
do	None	40.21	1 25
do	Booth Malone	40.09	1 25
Willis Green	None	39.57	1 25
Elijah M. Green	None	42.39	1 25
James A. Girault	None	79.95	1 25
Joseph Person	None	41.43	1 25
do	None	41.43	1 25
Ephraim Hoover	None	40.22	1 25
Joseph Person	None	248.58	1 25
Peterson Person	None	41.43	1 25
do	None	40.50	1 25
Ephraim Hoover	None	40.82	1 25
Thomas G. Nixon	None	41.38	1 25
John Smith and Titus Howard	None	79.95	1 25
John Smith	None	39.99	1 25
Aaron Vickery	None	41.25	1 25
Augustus S. Campbell	None	258.50	2 31
Peter C. Chambliss	None	354.15	1 25
do	None	79.92	1 25
Richard W. Anderson and Eli M. Driver	None	87.53	1 25
Augustus S. Campbell	None	87.97	1 25
do	None	88.47	1 25
Charles Miles	None	239.83	1 25
John B. Peyton	William Blanks	161.01	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
David Lloyd	None	39.89	$1 25
David Williamson	None	80.27	1 25
do	None	240.81	1 25
David W. Connelly	None	85.54	2 00
do	None	85.54	1 25
do	None	79.66	1 25
do	None	87.95	1 25
do	None	82.51	1 25
do	None	80.63	1 25
do	None	158.84	1 25
do	None	160.06	1 25
do	None	89.19	1 25
do	None	165.02	1 25
do	None	159.25	1 25
do	None	80.44	1 25
John G. Freeman	None	160.37	1 25
William Cargill	None	635.08	1 25
do	None	65.50	1 25
John Lane and John A. Lane	None	160.54	1 25
John A. Lane	None	79.35	1 25
John Lane and John A. Lane	None	79.92	1 25
Nicholas Gray	John Watt	80.08	1 25
do	George A. Sykes	158.49	1 25
do	do	79.24	1 25
do	John Watt	79.56	1 25
Andrew R. Govan	None	88.14	1 25
William M. Beal	None	79.56	1 25
Kelsy H. Douglass	None	80.02	1 25
William M. Beal	None	87.11	1 25
do	None	87.56	2 00
do	None	99.96	1 25
do	None	133.00	1 25
Robert J. Walker and Thos. Barnard	None	87.56	1 25
do do	None	87.88	1 25
do do	None	87.88	1 25
do do	None	79.90	1 25
do do	None	79.92	1 25
do do	R. J. Walker, Thos. Barnard, R. W. Anderson and Eli M. Driver	160.02	1 25
do do	None	80.26	1 25
James A. Girault	None	158.74	1 25
do	None	228.39	1 25
do	None	80.12	1 25
John C. McLemore and George W. Martin	None	171.08	1 25
David W. Connelly	None	161.27	1 25
Augustus S. Campbell	None	80.35	1 25
do	None	79.69	1 25
Daniel Harkins	None	44.07	1 25
Joseph A. Young	None	79.80	2 40
do	None	79 80	1 25
Martin Lightfoot	None	40.02	1 25
Burton Marchbanks	Joseph A. Young	79.80	1 25
do	None	80.41	1 25
Henry Loggins	William L. Bobbitt	170.65	1 25
Richard W. Anderson and Eli M. Driver	None	82.13	1 25
Richard W. Anderson and Eli M. Driver	None	86.93	1 25
John S. Rhea	None	53.00	1 25
Matthew Clanton	None	56.00	1 25
Jeremiah Horne	None	39.49	1 25
Anderson C. Smith	None	79.74	2 55
do	None	80.15	1 50
do	None	80.15	2 20
John M. Evans	Joseph A. McRaven and Hiram Coffee	80.12	1 25
do	do do	291.00	1 25
do	do do	56.00	1 25
do	do do	78.63	1 25
James Trotter	None	80.23	1 25
Samuel H. Ford	None	39.99	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Samuel H. Ford	None	80.00	$1 25
John S. Rhea	None	77.00	1 25
do	None	71.00	1 25
do	None	88.00	1 25
do	None	80.03	1 25
do	None	80.09	1 25
William Gwin	None	39.34	1 25
Lewis B. Ragsdale	None	38.70	1 25
Timothy Bloodworth	None	40.34	1 25
Joseph B. Glenn	None	80.29	1 25
Ninian E. Powers	None	38.70	1 25
John Tabb	None	40.07	1 25
John H. Tabb	None	42.62	1 25
Lewis B. Powers	Asa Cobb	80.36	1 25
Jeremiah Hendrick	None	79.98	1 51
Moses Cavett	None	79.20	1 25
Burton Marchbank	None	74.97	1 25
Joshua Brunson	None	75.33	1 25
do	None	75.33	1 25
Burton Marchbank	None	75.33	1 25
Abner V. Row	None	40.23	1 25
Samuel D. Harland	None	79.68	1 25
Nathaniel Vinson	None	75.33	1 25
Abram Smith	None	115.95	1 25
Felix F. Gibson	None	78.27	1 25
David V. Connelly	William H. Sims	78.88	1 25
do	None	234.61	1 25
do	None	166.34	1 25
do	None	160.33	1 25
do	None	80.20	1 25
do	None	79.96	1 25
do	None	78.80	1 25
William Minter	None	39.96	1 25
do	None	79.95	1 25
John Jones	None	80.00	1 25
Kelsy H. Douglass	None	158.17	1 25
Rob't J. Walker and Thos. Barnard	William M. Beal	160.70	1 25
do do	None	80.40	1 25
John Black	None	79.75	2 25
Rob't J. Walker and Thos. Barnard	None	79.75	1 25
do do	None	79.69	1 25
Jno. Lane and Jno. A. Lane	None	79.97	1 25
Malcolm Gilchrist	None	80.45	1 25
Peter C. Chambliss	None	83.17	1 25
John G. Freeman	None	80.68	1 25
do	None	80.60	1 25
do	None	80.60	1 25
John A. Lane	None	79.63	1 25
R. W. Anderson and Eli M. Driver	None	80.19	1 25
Rob't J. Walker and Thos. Barnard	Thomas Barnard and Dabney A. Martin	80.08	1 25
Alvarez Fisk	None	80.04	1 25
Henry T. Irish and H. Carpenter	None	226.05	1 25
Henry T. Irish	Kelsey H. Douglass	75.35	1 25
George A. Sykes	None	321.70	1 25
Sam'l Gustine, Jno. B. Peyton, and Levin R. Marshall	None	82.96	1 25
James Stuart	None	160.05	1 25
Candy Harland	None	80.02	1 25
Sam'l Gustine, J. B. Peyton, and Levin R. Marshall	None	166.34	1 25
Rob't J. Walker and Thos. Barnard	None	160.20	1 25
do do	None	161.59	1 40
Malcolm Gilchrist	Kelsy H. Douglass	297.74	1 25
Rob't J. Walker and Thos. Barnard	None	314.33	1 25
do do	William H. Sims	157.85	1 25
do do	None	162.08	1 25
do do	None	356.36	1 25
R. W. Anderson and Eli M. Driver	None	78.18	1 25
Alvarez Fisk	None	80.04	1 25
J. C. McLemore and Geo. W. Martin	None	80.57	1 25
Peter C. Chambliss	None	82.96	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Henry T. Irish and H. Carpenter..	None	228.19	$1 25
R. W. Anderson and Eli M. Driver	None	156.36	1 25
do do	None	80.03	1 25
John Myers	None	39.89	1 25
John C. McLemore	None	663.20	1 25
Moses Cavitt	None	79.90	1 25
William Fannin	None	79.93	1 25
do	None	79.90	1 25
James Metcalf	None	79.93	1 25
William Metcalf	None	79.93	1 25
Mary Duke	None	79.75	1 25
John J. Craig	None	83.30	1 25
do	None	40.32	1 25
Samuel M. Carothers	None	82.62	1 25
John Seayres	None	40.00	1 25
Zachariah Orsburn	None	40.16	1 25
Jacob King	None	241.96	1 25
John T. Harland	None	40.02	1 35
William M. Beale	None	159.90	1 25
John A. Lane	Allen Gattis	159.90	1 25
R. W. Anderson and Eli M. Driver	None	80.32	1 25
Stephen Mathews	None	78.30	1 25
Henry Loggins	Richard Eskridge	78.26	1 25
Richard Eskridge	None	78.26	2 00
do	None	78.26	1 25
Friend O. Love	None	78.72	1 25
Loften Barnes	None	85.02	1 25
George A. Sykes	None	79.33	1 25
do	None	472.02	1 25
do	None	78.30	1 25
do	None	157.44	1 25
do	Benj. M. Bradford	78.72	1 25
do	None	157.96	1 25
do	None	78.79	1 25
do	None	157.72	1 25
Green Crowder	None	85.58	1 25
do	None	256.80	1 25
do	None	85.55	1 25
John T. Harlan	None	39.92	1 25
Green Crowder	None	79.45	1 25
do	None	158.90	1 25
do	None	79.45	1 25
James B. Crowder	None	85.58	1 25
do	None	85.58	1 25
do	None	79.36	1 25
do	None	79.49	1 25
do	None	79.49	1 25
Green Crowder	None	79.60	1 25
James B. Crowder	None	85.58	1 25
Rob. J. Walker and Thos. Barnard	None	80.07	1 25
do do	None	79.95	1 25
do do	None	79.07	1 25
do do	None	319.00	1 25
do do	None	160.64	1 25
John A. Lane	None	137.00	1 25
do	None	81.03	1 25
H. T. Irish and H. Carpenter	None	160.60	1 25
do do	None	159.50	1 25
do do	None	159.00	1 25
R. W. Anderson and Eli M. Driver	Benjamin M. Bradford	79.53	1 25
Philip J. Weaver	None	242.72	1 25
do	None	85.05	1 25
Allen Gattis	None	168.85	1 25
John L. Irwin	None	79.62	1 25
Allen K. Jones	None	42.51	1 25
William Anderson	None	42.52	1 25
Charles Miles	None	39.96	1 25
John M. Curry	None	80.48	1 25
T. Kirkman and J. L. D. Smith	None	79.22	3 00
do do	None	79.40	1 25
Joseph M. Terry	None	79.75	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
T. Kirkman and J. L. D. Smith	None	79.15	$1 25
Thomas Kirkman	None	39.70	1 25
Joseph L. D. Smith	None	79.59	1 25
do	None	39.79	1 25
Thomas Kirkman	None	39.79	1 25
T. Kirkman and J. L. D. Smith	None	79.22	1 55
Allen Walker	None	80.20	1 25
John B. Wood	None	41.82	1 25
do	None	41.81	1 25
Isaac Lawrence	None	39.57	1 25
James Nations	None	84.10	1 25
Benjamin M. Bradford	None	318.24	1 25
William H. Sims	Benjamin M. Bradford	79.15	1 25
John Robinson	None	39.79	1 25
Leeman Haile	None	41.10	1 25
Joseph Collins	None	164.45	1 25
Thacker W. Winter	None	80.48	1 25
do	None	79.79	1 25
John A. Lane	None	79.75	1 25
David W. Connelly	None	79.79	1 25
William H. Sims	None	79.15	1 25
do	None	79.15	1 25
Robt. J. Walker and Thos. Barnard	None	557.31	1 25
John M. Curry	None	40.24	1 25
David W. Connelly	None	159.98	1 25
William Stone	None	80.55	1 25
Nicholas Gray	H. T. Irish, H. Carpenter, and D. W. Connelly	80.55	1 25
William Stone	do do do	80.55	1 25
Curtis Terry	None	236.64	1 25
Richard W. Anderson and Eli M. Driver	None	79.72	1 25
Joseph Nations	None	80.75	1 25
Balius Nations	None	40.38	1 25
do	None	40.38	1 25
Joseph Nations	None	40.37	1 25
do	None	78.57	1 25
David W. Connelly	None	80.09	1 25
do	None	155.04	1 25
Robert Belsha	None	83.37	1 25
John W. McLemore	None	83.37	1 25
do	None	83.37	1 25
Gabriel B. Ragsdale	None	40.48	1 25
Thos. Barnard and Robt. J. Walker	None	79.65	1 25
do do	None	79.65	1 25
do do	None	318.62	1 25
Henry T. Irish and Horace Carpenter	None	81.51	1 25
Lewis D. Chambliss	None	40.76	1 25
Robt. J. Walker and Thos. Barnard	None	303.66	1 25
William Wyatt	None	77.84	1 25
Henry T. Irish and Horace Carpenter	None	80.46	1 25
Joseph Collins	Howell Hutson	80.46	1 25
Leeman Haile	None	160.56	1 25
do	None	40.14	1 25
Henry T. Irish and Horace Carpenter	None	160.56	1 25
Peter C. Chambliss	None	82.95	1 25
John J. Crowder	Ransom D. Crowder	80.04	1 25
James B. Crowder	do	89.73	1 25
do	do	89.73	1 25
do	None	130.85	1 25
Titus Howard	None	79.00	1 25
Robert Paine	None	79.28	1 25
Robt. J. Walker and Thos. Barnard	None	159.40	1 25
do do	None	79.70	1 25
do do	None	80.48	1 25
Thacker W. Winter	None	240.93	1 25
John Rodgers	None	160.68	1 25
do	None	79.96	1 25
Robt. J. Walker and Thos. Barnard	None	159.92	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Chas. B. Green and Montfort Jones	None	478.08	$1 25
Robt. J. Walker and Thos. Barnard	None	159.36	1 25
Richard W. Anderson and Eli M. Driver	None	79.73	1 25
Henry T. Irish and Horace Carpenter	None	80.30	1 25
David Johnson	None	78.25	1 25
do	None	317.10	1 25
Henry T. Irish and Horace Carpenter	None	79.28	1 25
Alfred M. Small	None	80.20	1 25
Jesse Beene	None	40.37	1 25
do	None	40.37	1 25
Samuel V. Gillispie	None	40.37	1 25
William Bennet	None	80.45	1 25
Alvarez Fisk	None	80.45	1 25
Glendy Burk	None	80.45	1 25
Nicholas Gray	John Watt	79.38	1 25
Thos. Barnard and Robt. J. Walker	None	79.38	1 25
James B. Rodgers	None	39.91	1 25
do	None	39.91	1 25
do	None	158.04	1 25
John A. Lane	None	79.41	1 25
do	None	350.24	1 25
Thos. Barnard and Robt. J. Walker.	None	79.41	1 25
William Johnston	None	79.41	1 25
Robt. J. Walker and Thos. Barnard.	None	237.96	1 25
Chas. B. Green and Montfort Jones.	None	237.96	1 25
Peter C. Chambliss	None	160.46	1 25
John B. Rodgers	None	79.58	1 25
Chas. B. Green and Montfort Jones.	None	79.96	1 25
William Stone	None	79.75	1 55
John Jones	None	80.24	1 25
do	None	80.21	1 25
do	None	160.75	1 25
George W. Callicotte	None	79.99	1 25
Joseph Collins	None	80.02	1 25
Thomas H. Ross	None	44.07	1 25
William Norman	None	40.00	1 25
do	None	40.00	1 25
John J. Crowder	Ransom D. Crowder	79.47	1 25
do	do	79.47	1 25
do	do	79.47	1 25
Hiram G. Runnells	None	21.67	1 25
do	None	269.59	1 25
do	None	478.36	1 25
do	None	12.50	1 25
Malcolm Gilchrist and Wm. M. Gwin	None	99.25	1 25
William M. Gwin	None	160.57	1 25
Parham Thompson	None	168.39	1 25
William Humphreys	None	40.79	1 25
Jesse Brown	None	39.64	1 25
David B. Sorrels	John W. Derden	39.80	1 25
Thomas Loveladdy	Martin Edwards	40.01	1 25
Anthony W. P. Ussery	None	40.82	1 25
Hansford Hanks	None	39.12	1 25
do	None	39.12	1 25
Jesse Kelly	None	39.96	1 25
William Stephenson	None	80.10	1 25
Hugh Rodgers	None	79.91	1 25
Joseph Rodgers	None	160.48	1 25
Jesse Thomas	None	159.84	1 25
Green Crowder	None	159.60	1 25
Charles B. Green, jr., and Montfort Jones	None	79.92	1 25
Charles B. Green, jr., and Montfort Jones	None	80.29	1 25
Charles B. Green, jr., and Montfort Jones	None	160.74	1 25
Charles Stuard	None	40.89	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Boling C. Burnet	None	80.00	$1 25
do	None	40.15	1 25
do	None	80.10	1 25
Richard W. Anderson and Eli M. Driver	None	159.05	1 25
Richard W. Anderson and Eli M. Driver	None	79.30	1 25
John H. Ferguson	None	40.17	1 25
Titus Howard	None	80.00	1 25
Peter C. Chambliss	None	79.91	1 76
do	None	79.91	1 25
do	None	79.91	1 25
do	None	79.92	1 25
do	None	79.78	1 25
Searles McCreliss	None	81.55	1 25
John A. Lane	None	78.70	1 25
do	None	86.72	1 25
do	None	157.83	1 25
John Lane and John A. Lane	None	161.29	1 25
John A. Lane	None	84.38	1 25
do	None	79.07	1 25
do	None	159.14	1 25
do	None	157.82	1 25
John Lane and John A. Lane	None	316.80	1 25
do do	None	158.63	1 25
John A. Lane	None	158.63	1 25
do	None	79.04	1 25
John Lane and John A. Lane	None	161.41	1 25
do do	None	554.89	1 25
Boling C. Burnet	Hugh Rogers	79.91	1 25
John S. Ormond	None	79.52	1 25
John Lane and John A. Lane	None	159.16	1 25
John A. Lane	None	239.22	1 25
John Lane and John A. Lane	None	79.03	1 25
John A. Lane	None	79.52	1 25
Thacker W. Winter	None	81.30	1 65
John G. Freeman	None	79.03	1 25
Boling C. Burnet	None	79.05	1 25
Robert Williams	Titus Howard	80.13	1 25
Robert Payne	None	79.54	1 25
do	None	79.51	1 25
do	None	79.08	1 25
Philip J. Weaver	None	79.63	1 25
Boling C. Burnett	None	80.21	1 25
do	None	160.59	1 25
John J. Armond	None	160.33	1 25
Boling C. Burnett	Malcolm Gilchrist	240.10	1 25
do	do	160.07	3 49
William B. Sorrells	None	39.80	1 25
T. Kirkman and Jos. L. D. Smith	None	159.45	1 25
do do	None	159.79	1 25
R. W. Anderson and Eli M. Driver	None	81.03	1 25
Thacker W. Winter	None	80.35	1 55
H. T. Irish and Horace Carpenter	None	396.75	1 25
do do	None	313.30	1 25
do do	None	81.35	1 25
Henry T. Irish	None	79.90	1 25
do	None	240.18	1 25
Thacker W. Winter	None	79.27	1 25
do	None	80.03	1 25
Henry T. Irish	None	82.02	1 25
H. T. Irish and Horace Carpenter	None	78.92	1 25
do do	None	79.27	1 25
do do	None	160.65	1 25
Henry T. Irish	None	80.24	1 25
do	None	160.55	1 25
do	None	160.36	1 25
do	None	159.79	1 25
R. J. Walker and Thos. Barnard	None	237.72	1 25
do do	None	160.86	1 25
do do	None	80.03	1 51

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
R. J. Walker and Thos. Barnard..	None	80.35	$1 25
do do ..	None	80.35	1 51
David W. Connelly	None	101.64	1 25
do	None	243.37	1 25
do	None	158.64	1 25
do	None	159.29	1 25
do	None	159.29	1 25
do	None	159.29	1 25
do	None	159.29	1 25
do	None	159.07	1 25
R. J. Walker and Thos. Barnard..	None	241.29	1 25
do do ..	None	151.20	1 25
Jos. Hough and Wm. R. Campbell.	None	80.00	1 25
Wm. R. Campbell, John Lane, and John A. Lane	None	160.20	1 25
Thomas Rigby	None	160.50	1 25
John Lane and John A. Lane	None	220.00	1 25
do do	None	239.85	1 25
William R. Campbell	None	640.00	1 25
do	None	157.14	1 25
do	None	87.73	1 25
do	None	86.50	1 25
do	None	159.50	1 25
do	None	36.00	1 25
do	None	85.50	1 25
do	None	46.23	1 25
do	None	320.00	1 25
do	None	320.00	1 25
H. T. Irish and Horace Carpenter .	None	78.93	1 25
do do .	None	240.99	1 25
Horace Carpenter and H. T. Irish .	None	160.26	1 25
do do .	None	136.28	1 25
Malcomb Gilchrist	None	159.24	1 25
do	None	160.15	1 25
do	None	240.06	1 25
do	None	158.46	1 25
do	None	228.12	1 25
Thomas G. Ellis	None	160.02	1 25
do	None	80.44	1 25
do	None	80.05	1 25
do	None	160.10	1 25
do	None	80.09	1 25
do	None	79.84	1 25
R. J. Walker, Thos. Barnard, John Lane, and John A. Lane	None	320.80	1 25
R. J. Walker, Tho. Barnard, Jno. Lane, and Jno. A. Lane	None	319.90	1 25
R. J. Walker, Tho. Barnard, Jno. Lane, and Jno. A. Lane	None	239.93	1 25
R. J. Walker, Tho. Barnard, Jno. Lane, and Jno. A. Lane	None	80.00	1 25
Thomas G. Ellis and John Maxwell	None	327.88	1 25
do do	None	330.04	1 25
do do	None	324.50	1 25
Robt. J. Walker, Tho. Barnard, John Lane, and Jno. A. Lane	None	161.76	1 25
Robt. J. Walker, Tho. Barnard, John Lane, and Jno. A. Lane	None	160.00	1 25
Thomas G. Ellis and John Maxwell	None	162.25	1 25
McNeil Creighton	None	80.43	1 25
John C. Clark	None	80.11	1 25
Thomas G. Ellis and Wiley Davis..	None	79.97	1 25
do do ..	None	159.94	1 25
Jno. McLemore and Wm. M. Gwin	None	160.25	1 25
Malcolm Gilchrist and Wm. M. Gwin	None	82.29	1 25
Wiley Davis	None	239.49	1 25
William R. Campbell	None	320.80	4 00
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	160.02	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	319.96	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	240.57	$1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	160.16	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	79.85	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	160.38	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	160.01	3 99
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	312.00	3 00
Wiley Davis	None	84.93	1 25
Robt J. Walker and Thos. Barnard	None	399.35	1 25
do do	None	243.90	1 25
do do	None	43.86	1 25
do do	None	325.52	1 25
do do	None	79.85	1 25
do do	None	80.06	1 25
do do	None	398.90	1 25
do do	None	700.38	1 25
do do	None	219.46	1 25
do do	None	228.83	1 25
do do	None	159.32	1 25
do do	None	238.95	1 25
do do	None	323.36	1 25
do do	None	221.69	1 25
do do	None	239.68	1 25
do do	None	161.99	1 25
do do	None	318.26	1 25
do do	None	80.05	1 25
do do	None	160.40	1 25
do do	None	160.08	1 25
do do	None	560.00	1 25
do do	None	400.40	1 25
do do	None	240.57	1 25
do do	None	79.84	1 25
do do	None	320.12	1 25
do do	None	144.64	1 25
do do	None	643.23	1 25
do do	None	586.63	1 25
do do	None	23.35	1 25
do do	None	485.51	1 25
do do	None	80.12	1 25
do do	None	64.50	1 25
do do	None	26.50	1 25
do do	None	160.34	1 25
do do	None	368.31	1 25
do do	None	80.00	1 25
do do	None	305.35	1 25
do do	None	490.45	1 25
do do	None	79.98	1 25
do do	None	604.53	1 25
do do	None	305.11	1 25
do do	None	320.00	1 25
do do	None	452.42	1 25
do do	None	454.30	1 25
do do	None	159.55	1 25
do do	None	79.68	1 25
do do	None	400.95	1 25
do do	None	112.84	1 25
do do	None	428.73	1 25
John Lane and John A. Lane	None	94.80	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	331.00	1 25
Samuel Gustine, J. B. Peyton, and Levin R. Marshall	None	157.00	1 25
Robert J. Walker, Thos. Barnard, John Lane and John A. Lane	None	155.50	1 25
Robert J. Walker, Thos. Barnard, John Lane and John A. Lane	None	78.50	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Robert J. Walker, Thos. Barnard, John Lane and John A. Lane...	None	160.01	$1 26
Robert J. Walker, Thos. Barnard, John Lane and John A. Lane...	None	160.74	1 25
John C. McLemore and George W. Martin	None	342.73	1 25
Thomas Rigby	None	322.00	1 25
do	None	320.00	1 25
James Blackburn	T. W. Winter	39.79	1 25
Moses Cavitt	None	78.98	1 25
Lewis D. Chambliss	None	40.76	1 25
McNeil Creighton	None	40.21	1 25
Jonathan Ray	None	39.90	1 25
William R. Campbell	None	155.50	1 25
do	None	314.00	1 25
do	None	643.00	1 25
do	None	322.00	1 25
do	None	320.00	1 25
David W. Connelly	None	163.94	1 25
do	None	162.76	1 25
Robert J. Walker and Thos. Barnard	None	76.63	1 25
do do	None	364.64	1 25
do do	None	80.35	1 25
do do	None	699.04	1 25
do do	None	159.31	1 25
John Watt	None	38.00	1 25
do	None	52.00	1 25
do	None	39.00	1 25
do	None	20.86	1 25
Alvarez Fisk	None	160.07	1 25
John M. Curry	None	40.24	1 25
John L. Irwin	None	159.84	1 25
David W. Mitchell	None	40.10	1 25
Thomas Powers	None	38.64	1 25
Silas O'Neil	None	39.76	1 25
do	None	39.89	1 25
William R. O'Neil	None	79.03	1 25
Joseph Person	None	79.54	1 25
Henry Person	None	39.77	1 25
Samuel Coleman	None	80.03	1 25
William Anderson	None	39.87	1 25
Titus Howard	None	40.10	1 25
Wesley Philips	None	79.93	1 25
William Barton	None	39.12	1 25
John T. Hammond	None	164.08	1 25
Rich. W. Anderson and Eli M. Driver	None	263.57	1 25
do do	None	80.01	1 25
Thomas Bryan Ives	None	80.05	1 25
John H. Hines	None	42.29	1 25
do	None	42.43	1 25
Henry Fudge	None	40.21	1 25
Hezekiah Rester	None	82.35	1 25
Elijah Smith	None	40.03	1 25
Davidson M. Rayburn	None	40.09	1 25
George W. Scott	None	80.00	1 25
Samuel B. Marsh	None	79.80	1 25
William R. Campbell	None	80.01	1 25
Ransom Newsom	None	39.89	1 25
Harden D. Runnels	None	79.95	1 25
Joseph Collins	None	41.12	1 25
William Helms	None	79.68	1 25
Thomas Harris	None	39.98	1 25
Rolen Boles	None	40.76	1 25
do	None	39.40	1 25
William R. Campbell	None	80.27	1 25
Thomas L. Burris	None	80.00	1 25
John Miers	None	79.78	1 25
William Warmack	None	80.11	1 25
Thacker W. Winter	None	320.84	1 25
do	None	80.18	1 25
do	None	160.42	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Thacker W. Winter	None	80.37	$1 25
Joseph Logan	None	39.97	1 25
Thacker W. Winter	None	79.53	1 25
do	None	79.79	1 25
Ezekiel Langston	None	79.66	1 25
George Myers	None	40.33	1 25
John Taylor	None	83.00	1 25
William Crowson	None	40.21	1 25
William Beene	None	40.03	1 25
Lemuel Beene	None	40.40	1 25
Josiah Skinner	None	39.32	1 25
Caswell Newsom	None	40.11	1 25
Micajah Newsom	None	39.89	1 25
James McCoy	None	79.55	1 25
John W. Durden	None	81.65	1 25
Anthony W. P. Ussery	None	81.65	1 25
Davidson M. Rayburn	None	80.75	1 25
do	None	40.78	1 25
Virgil A. Stewart	None	38.64	1 25
Isaiah Gatz	None	40.10	1 25
Asa Holland	None	38.64	1 25
Calvin H. Nicholson	None	40.13	1 25
Isam Davis	None	79.91	1 25
Virgil A. Steward	None	40.00	1 25
Jordan Williams	None	40.18	1 25
Felix Embree	None	80.07	1 25
do	None	79.98	1 25
Whittom H. Chisholm	None	83.04	1 25
do	None	40.04	1 25
Thomas Howard	None	40.02	1 25
Whittom H. Chisholm	None	41.55	1 25
do	None	83.10	1 25
John Ward	None	40.22	1 25
Stephen Ward	None	40.22	1 25
Enas Harlan	None	79.76	1 25
Griffin Ross	None	39.98	1 25
B.A.Crawford, A.Hodge, J.C.Adams	None	4.25	1 25
do do do	None	414.55	1 25
do do do	None	159.71	1 25
do do do	None	639.60	1 25
do do do	None	165.77	1 25
do do do	None	197.21	1 25
do do do	None	642.48	1 25
do do do	None	320.12	1 25
do do do	None	320.80	1 25
do do do	None	480.66	1 25
do do do	None	398.30	1 25
do do do	None	239.88	1 25
do do do	None	166.15	1 25
do do do	None	143.13	1 25
do do do	None	240.12	1 25
do do do	None	681.36	1 25
do do do	None	479.63	1 25
do do do	None	159.78	1 25
do do do	None	172.70	1 25
do do do	None	136.83	1 25
Manoah Bostwick and J.W. Perkins	None	160.37	1 25
do do	None	79.76	1 25
do do	None	160.12	1 25
do do	None	240.72	1 25
Manoah Bostwick and D. Hardiman	None	160.23	1 25
do do	None	239.76	1 25
do do	None	80.34	1 25
Manoah Bostwick	None	239.68	1 25
Robert Scales	None	159.84	1 25
do	None	80.07	1 25
James W. Perkins	None	78.74	1 25
do	None	39.66	1 25
John J. Lackey	None	158.82	1 25
do	None	79.41	1 25
Christopher T. Buntin	None	40.77	1 25

B.—*Statement of the quantity of land sold*—Continued.

Name of the original purchaser.	Name of the assignee.	Quantity purchased. Acres.	Price pr acre.
Wiley Carr	None	79.51	$1 25
do	None	39.70	1 25
William Johnston	None	79.44	1 25
do	None	79.41	1 25
William M. Henderson	None	39.75	1 25
Wiley Carr	None	39.75	1 25
James Trotter	None	40.14	1 25
William Johnston	None	79.44	1 25
Richard W. Anderson and Eli M. Driver	None	81.55	1 25
Edward Tucker	None	40.10	1 25
Joseph Rogers	None	40.12	1 25
Brantley Jarel	None	39.32	1 25
Joel McGuire	None	42.51	1 25
Edward Moore	None	40.21	1 25
Hezekiah Rester	None	104.70	1 25
Matthew Clanton	None	40.10	1 25
Archibald Robinson	None	41.01	1 25
Giles Leggitt	None	40.65	1 25
John Jones	None	80.37	1 25
Samuel B. Marsh	None	88.14	1 25
do	None	87.99	1 25
Charles Miles	None	77.11	1 25
Enos Harlan	None	79.97	1 25
Aaron Vickery	None	160.70	1 25
James Ferguson	None	40.85	1 25
John A. Lane	None	160.00	1 25
do	None	320.00	1 25
do	None	240.00	1 25
do	None	160.00	1 25
do	None	159.50	1 25
Curtiss Mitchell	None	40.02	1 25
Aaron Vickery	None	40.10	1 25
Mathew Clanton	None	45.00	1 25
Charles Miles	None	38.55	1 25

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *December* 15, 1834.

C.

Aggregate number of acres of the public lands offered at public sale by proclamation of the President of the United States, at each of the land offices in the State of Mississippi, from 1st January, 1833, to the present date.

Chocchuma land office	1,205,231.74
Columbus land office	3,658,684.78
Augusta land office	2,158,483.60
Mount Salus land office	289,703.24
	7,312,103.36

acres, inclusive of the sixteenth section reserved for schools, in each township, (and fractional township where it exists,) and also of the lands reserved to Choctaw Indians under the treaty of 27th September, 1830, and which were required to be reported to the land offices prior to the date of sale, by the locating agents acting under the authority of the War Department.

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *December* 15, 1834.

23d Congress.] No. 1264. [2d Session.

RELATIVE TO FRAUDS IN THE SALES OF PUBLIC LANDS IN MISSISSIPPI.

COMMUNICATED TO THE SENATE DECEMBER 15, 1834.

COMMISSIONS, AND LETTER OF INSTRUCTIONS TO COMMISSIONERS.

In Senate of the United States, *March* 5, 1834.

Resolved, That in the prosecution of their inquiries, the Committee on Public Lands have power to send for persons and papers, to take depositions, and to examine witnesses before them, on oath, touching the matters aforesaid. The committee consists of Messrs. Poindexter, Moore, Prentiss, McKean, and Clay.

Attest: WALTER LOWRIE, *Secretary.* [seal.]

In Senate of the United States, *March* 3, 1834.

Mr. Poindexter offered for consideration the following resolutions:

1. *Resolved*, That the Committee on the Public Lands be instructed to inquire into the circumstances attending the recent sales of the public lands in the States of Mississippi and Alabama; and whether the proclamations of the President of the United States, causing the public lands in the districts of country acquired from the Choctaw tribes of Indians by the treaty of Dancing Rabbit creek, and from the Creek tribe of Indians in Alabama, to be offered at public sale, were issued and promulgated a reasonable length of time prior to the day on which said sales were directed to be commenced in each of said districts, to give proper notice to the people of the United States of the days appointed for said sales; also, into the causes why the usual public notice was not given.

2. *Resolved*, That the same committee inquire whether any fraudulent practices, to the injury of the public interests, took place at such sales by reason of combinations of companies or individuals interdicting, or unfavorable to, a fair competition between bidders for the public lands offered for sale in said districts; and if so, whether the officers superintending said sales had knowledge of, or participated in, such fraudulent practices or combinations.

3. *Resolved*, That the said committee be instructed to inquire whether the registers of the land offices, and the receivers of public moneys, at any of the land offices of the United States, or either or them, have, in violation of law and of their official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands, at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States; and, also, whether any register or receiver, as aforesaid, has been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations in their respective offices inconsistent with the laws of the United States.

4. *Resolved*, That the said committee inquire whether the public lands, at any land office in the United States, have been sold otherwise than for cash; and whether any register or receiver in said States has, at any time, taken in payment the promissory note of any purchaser or purchasers bearing an interest to accrue to the benefit of such register or receiver.

5. *Resolved*, That, in prosecution of said inquiries, the said committee have power to send for persons and papers, to take depositions, and to examine witnesses before them, on oath, touching the matters aforesaid.

United States of America to William S. Jones, Esq., Hinds County, Mississippi, greeting:

Know ye that the Committee of the Senate of the United States on Public Lands, reposing entire confidence in your prudence and fidelity, have appointed you, and by these presents do give you full power and authority, diligently to examine all such witness or witnesses as you may think proper, upon interrogatories to be exhibited by you, touching the perpetration of any fraud in the sales of the public lands of the United States, if any shall have been committed in any district in the State of Mississippi; also touching the conduct of any officer or officers of the said United States, charged or authorized by law with the conduct, direction, management, or superintendence of said sales; we therefore authorize and empower you, first having yourself taken an oath before some judge or magistrate authorized by law to administer an oath, that you will well, fully, and faithfully execute this commission, and reduce to writing the deposition of such witness or witnesses as you may examine as aforesaid, and cause to be administered to such witness or witnesses respectively an oath that they will true, full, and perfect answers make to all and singular the said interrogatories, and to propose such interrogatories, and reduce the answers of the said witness or witnesses respectively to writing; and when you shall have completed the same, to transmit the same, under your hand and seal, carefully closed up, to the chairman of the Committee on Public Lands of the Senate of the United States.

By order of the Committee on Public Lands of the Senate of the United States, this 4th day of April, 1834.

GEORGE POINDEXTER,
Chairman of the Committee on Public Lands, Senate U. S.

The State of Mississippi, *Hinds County, set:*

Personally appeared before me, Henry G. Johnston, justice of the peace of said county, the within named William S. Jones, who hath taken and subscribed the following oath, viz: "That he will well,

fully, and faithfully execute this commission, and reduce to writing the deposition of such witness or witnesses as he may examine as aforesaid."

WM. S. JONES.

Sworn to and subscribed before me, this 3d day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI:

In pursuance of the foregoing and annexed commission to me directed by the chairman of the honorable Committee on Public Lands of the Senate of the United States, I have called and caused to come before me the following named witnesses, viz: Avery Nolen, Burruss Haley, Robert Matthews, Thomas H. Williams, John M. McMorrough, Alexander McKay, Robert McKay, John M. Evans, John A. Lane, Alfred Cox, Seneca Pratt, Samuel W. Dickson, James McLaran, John B. Pittman, Eli Garner, Patrick Sharkey, John S. Gooch, Jacob Williams, Elisha Lott, Herrin Walker, Joseph D. Peebles, Thomas L. Sumrall, William T. Lindsey, Ramsey M. Cox, Rufus B. Powe, whose testimony I, in conjunction with Isaac Caldwell, another commissioner appointed herein with similar powers, have caused to be taken as required by said commission, all of which is herewith returned, and is respectfully submitted to the hon. committee. Given under my hand and seal, at Clinton, Mississippi, this the 23d day of June, 1834.

WM. S. JONES. [SEAL.]

IN SENATE OF THE UNITED STATES, *March* 5, 1834.

Resolved, That, in the prosecution of their inquiries, the Committee on Public Lands have power to send for persons and papers, to take depositions, and to examine witnesses before them, on oath, touching the matters aforesaid.

The committee consist of Messrs. Poindexter, Moore, Prentiss, McKean, and Clay.

Attest: WALTER LOWRIE, *Secretary.* [SEAL.]

IN SENATE OF THE UNITED STATES, *March* 23, 1834.

Mr. POINDEXTER offered the following resolutions:

1. *Resolved*, That the Committee on the Public Lands be instructed to inquire into the circumstances attending the recent sales of the public lands in the States of Mississippi and Alabama, and whether the proclamations of the President of the United States, causing the public lands in the districts of country acquired from the Choctaw tribe of Indians, by the treaty of Dancing Rabbit creek, and from the Creek tribe of Indians in Alabama, to be offered at public sale, were issued and promulgated a reasonable length of time prior to the day on which said sales were directed to be commenced in each of said districts, to give proper notice to the people of the United States of the days appointed for said sales.

2. *Resolved*, That the same committee inquire whether any fraudulent practices, to the injury of the public interests, took place at said sales, by reason of combinations of companies or individuals interdicting, or unfavorable to, a fair competition between bidders for the public lands offered for sale in said districts; and, if so, whether the officers superintending said sales had knowledge of, or participated in, such fraudulent practices or combinations.

3. *Resolved*, That the said committee be instructed to inquire whether the registers of the land offices, and the receivers of public moneys, at any of the land offices of the United States, or either of them, have, in violation of law and of their official duties, demanded or accepted a bonus or premium from any purchaser or purchasers of the public lands, at public or private sale, for the benefit of such officer or officers, as a condition on which such purchaser or purchasers should be allowed to enter or purchase any tract or tracts of land offered for sale by the United States; and also, whether any register or receiver, as aforesaid, has been guilty of fraud or partiality in the sales of the public lands, by adopting rules and regulations, in their respective offices, inconsistent with the laws of the United States.

4. *Resolved*, That the said committee inquire whether the public lands, at any land office in the State of Mississippi, have been sold otherwise than for cash; and whether any register or receiver in said State has, at any time, taken in payment the promissory note of any purchaser or purchasers, bearing an interest to accrue to the benefit of such register or receiver.

5. *Resolved*, That in prosecution of said inquiries, the said committee have power to send for persons and papers, and to examine witnesses before them, on oath, touching the matters aforesaid.

United States of America to Isaac Caldwell, Hinds County, Mississippi, greeting:

Know ye, that the Committee of the Senate of the United States on Public Lands, reposing entire confidence in your prudence and fidelity, have appointed you, and, by these presents, do give you full power and authority diligently to examine all such witness or witnesses as you may think proper, upon interrogatories to be exhibited by you touching the perpetration of any frauds in the sales of the public lands of the United States, if any shall have been committed, in any district in the State of Mississippi; and also, touching the conduct of any officer or officers of the said United States, charged or authorized by law with the conduct, direction, management, or superintendence of said sales. We, therefore, authorize and empower you, first having yourself taken an oath before some judge or magistrate authorized by law to administer an oath, that you will well, fully, and faithfully execute this commission, and reduce to writing the depositions of such witness or witnesses as you may examine aforesaid; and cause to be administered to such witness or witnesses respectively, an oath that they will true and perfect answers make to all and singular the said interrogatories; and to propose such interrogatories, and

reduce the answers of the said witness or witnesses respectively to writing; and when you shall have completed the same, to transmit the same under your hand and seals, carefully closed up, to the chairman of the Committee on Public Lands of the Senate of the United States.

By order of the Committee on Public Lands of the Senate of the United States, this fifth day of April, in the year one thousand eight hundred and thirty-four.

GEO. POINDEXTER,
Chairman of the Committee on Public Lands, Senate U. S.

THE STATE OF MISSISSIPPI, *Hinds County, set:*

Personally appeared before me, Henry G. Johnston, justice of the peace of said county, the above named Isaac Caldwell, who took and subscribed the following oath, viz: "That you will well, fully, and faithfully execute this commission, so far as it may be in your power, and reduce to writing the deposition or depositions of such witness or witnesses as you may examine as aforesaid."

ISAAC CALDWELL.

Sworn to and subscribed before me, this 9th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI:

In pursuance of the foregoing and annexed commission, to me directed by the chairman of the hon. Committee on Public Lands of the Senate of the United States, I have called and caused to come before me, the following named witnesses, viz: Avery Nolen, Burruss Haley, Robert Matthews, Thomas H. Williams, John M. McMorrough, Alexander McKay, Robert McKay, John M. Evans, John A. Lane, Alfred Cox, Seneca Pratt, Samuel W. Dickson, James McLaran, John B. Pittman, Eli Garner, Patrick Sharkey, John S. Gooch, Jacob Williams, Elisha Lott, Herrin Walker, Joseph D. Peebles, Thomas L. Sumrall, William T. Lindsey, Ramsey M. Cox, Rufus B. Powe, whose testimony I, in conjunction with William S. Jones, another commissioner appointed herein, with similar powers, have caused to be taken, as required by said commission, all of which is herewith returned, and is respectfully submitted to the hon. committee. Given under my hand and seal, at Clinton, Mississippi, this twenty-third day of June, A. D. 1834.

ISAAC CALDWELL, *Commissioner.* [SEAL.]

No. 1.—Avery Nolen's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogations to be propounded to Avery Nolen, a citizen of Hinds county, State aforesaid, called to be examined touching the transactions in the land office at Mount Salus, Mississippi, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogation first. Have you any knowledge, that the register or receiver, or both, at the Mount Salus land office, have sold public land otherwise than for cash, and if so, have they taken the promissory note of the purchaser, payable at a distant day, including in said note interest? If you do, state the transaction, who were the officers thus acting, the time given for the payment of the purchase money and interest, the rate of interest charged, when the transaction took place, and every particular relating to it.

Propounded 20th June, 1834.

WM. S. JONES,
ISAAC CALDWELL,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Anthony B. Shelby, an acting justice of the peace for the said county and State, Avery Nolen, who first being duly sworn, says, the following are true and faithful answers to the interrogatories propounded to him by the commissioners, appointed by the Senate of the United States, through their Committee on Public Lands.

Answer to interrogatory first. Some time in the fall or winter, (in November or December) 1832, I made application to Mr. Dameron to enter me some land. He said he did not know till he saw Mr. Gwin. We waited some time for Mr. Gwin to come, but he did not, and I went after him. When he came, he and Mr. Dameron went out in the yard, and talked together. They then came back into the house, and I asked them if they were going to do it. They both of them sat down to the table, and I think Mr. Dameron asked Mr. Gwin the amount. Mr. Gwin said the land came to one hundred and fifty dollars, and the interest put on to it made it two hundred and twenty-five dollars. Mr. Gwin said, you can pay it at the first of March next. I told them it was too much interest to pay till the first of March; I ought to have twelve months, at fifty per cent. He then said, pay it as soon as you can; if you will pay it before then, we will curtail the interest. I said, I will pay it if I have to borrow the money. Mr. Dameron (I think) wrote the note for two hundred and twenty-five dollars, and it was my understanding that I was to have twelve months for fifty per cent, and if I paid it sooner the interest was to be curtailed. I think the note was due 1st March afterwards. I had to make affidavit before a magistrate for the forty acre piece, the certificates for the forty acre piece and for the eighth were both folded up with the note. While Mr. Dameron was writing the note, Mr. Gwin looked on the maps for the land, and he (Gwin) told me, that when I paid the money, he would give me up the note, and the certificates for the land. I thought the land was entered, and I went home quite well satisfied. Some time afterwards I sold the land and one-eighth besides for twelve hundred dollars, and gave a bond to make a deed for the whole of it. A short time before Mr. Gwin left here, I went to the office to see Mr. Gwin. I asked him if he recollected about the land scrape. He appeared to be very obstinate about it, and seemed not to know me. I made myself known to him. He then said, Mr. Dameron wants to close his business. Says he, I am going to leave here shortly, and implied that the business must be closed. I told him just as quick as possible

I told him it was rumored the land was not entered. Some people were coming in at the door at that time, and he turned round and made me no reply. About October last I found out the land was not entered. There was then no receiver. I deposited the money for the entry of said land, when the receiver came. When the office opened again, Patrick Sharkey entered one-eighth of it; and as I had sold it before that time, believing it was entered for me, I was compelled to buy the eighth of land from Sharkey, and also one other eighth from him, for which I had to give him six hundred dollars. I have never heard anything of my notes. Mr. Gwin was register, and Mr. Dameron was receiver, when they both agreed to enter the land for me, which they did not do; and I lost four hundred dollars by their not doing it.

AVERY NOLEN, Jr.

Sworn to and subscribed before me, this 20th June, 1834.

A. B. SHELBY, *J. P., Hinds County, Mississippi.*

I am acquainted with this deponent, Avery Nolen, and full faith should be given to his testimony.

WM. H. MARTIN.

JUNE 20, 1834.

By Hiram G. Runnels, governor of the State of Mississippi, to all who shall see these presents:

Be it known, that A. B. Shelby was a justice of the peace on the 20th day of June, 1834, in and for the county of Hinds, and that full faith and credit are due to all his acts as such.

Given under my hand and the great seal of said State, at Jackson, the 28th day of June, 1834.

By the governor: H. G. RUNNELS. [L. S.]

DAVID DICKSON, *Secretary of State.*

No. 2.—Rufus B. Powe's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Rufus B. Powe, a citizen of said county and State, called to be examined as a witness, touching the transactions in the land office at Mount Salus, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge that the register or receiver, at the Mount Salus land office, has, at any time, sold public lands otherwise than for cash; and if so, have they taken the note of the purchaser, payable at a distant day, including in said note, interest for delay of payment for their own benefit? If so, state the particular case or cases; what officer or officers thus sold land; the time given for payment of said note; the rate of interest charged, and every particular of said case or cases.

Propounded 10th June, 1834.

J. CALDWELL,
WM. S. JONES,
Commissioners.

THE STATE OF MISSISSIPPI, *Hinds County:*

This day, Rufus B. Powe,* personally appeared before me, Henry C. Johnston, a justice of the peace for said county and State, and said Powe being first duly sworn, deposeth and saith, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the honorable Senate of the United States, through their Committee on Public Lands.

Answer to interrogatory first. In September, 1832, I applied to Mr. Dameron, the receiver, to enter me two forty acre pieces; he said he would enter it, provided I would give him my note for one hundred and forty dollars, payable in six months from that time. I then told him I would do it. He stepped into the register's office, which is adjoining, and brought me the applications for both forty acre pieces. I went and was qualified to them before a justice of the peace, and returned, and handed them to Mr. Dameron. Mr. Gwin and Mr. Dameron were both in the room at the time, and I think Samuel Gwin, the register, wrote the note. It was made payable to said Dameron and Gwin, and made payable in six months, for one hundred and forty dollars. One or the other said they would keep the receipt for the land, as a kind of security till the money was paid. I then believed the land was made safe, and was paid for to the government. A few days after my note fell due, I came and paid one hundred dollars on said note. I then told him (Mr. Dameron) I would pay him the balance of the money in a few weeks. He said he would wait with me till the fall for the balance. He then told me he would be down at the office after dinner. Before he came I left town, and did not see him; nor did I ever afterwards. I never knew but that the said land was saved for me, and continued to think so till Mr. Sumerall, the present register, came into office. Mr. Sumerall sent me word said land was marked sold, but was not sold, and if I did not come and enter it some one else would enter it. When Samuel W. Dickson came into office, as receiver of said Mount Salus land office, I again applied for both the eighths in which the two forty acre pieces were situated, and obtained them. I have not yet got back the one hundred dollars paid on the land, for which very same land I had to pay again, and shall probably lose said money. The land I contracted with them to save for me were, N. $\frac{1}{2}$, E. $\frac{1}{2}$, S. E. $\frac{1}{4}$, section 12, township 7, range 3, west, and S. $\frac{1}{2}$, W. $\frac{1}{2}$, N. E. $\frac{1}{4}$, same section, township and range, and have been twice marked on each with the letter S. Further deponent saith not.

R. B. POWE.

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

By Hiram G. Runnels, governor of the State of Mississippi, to all who shall see these presents:

Be it known that Henry G. Johnston was a justice of the peace from the 3d to the 17th day of June, 1834, inclusive, in and for the county of Hinds, and that full faith and credit are due to all his acts as such.

Given under my hand and the great seal of said State, at Jackson, the 20th day of June, 1834.

By the governor: H. G. RUNNELS

DAVID DICKSON, *Secretary of State.*

* See interrogatory sixth, to Thomas L. Sumerall, and his answer thereto.

CLINTON, *June* 11, 1834.

We are well acquainted with Rufus B. Powe, the witness examined, and do hereby testify that he is a man of truth and veracity, and that full faith should be given to his testimony.

IRA E. WILLIAMS.
WM. H. MARTIN.

Nos. 3, 4, 5, 6.—Testimony of R. McKay, J. M. Evans, J. Lane and Alfred Cox.

MISSISSIPPI, *Hinds County:*

Witnesses called on to testify touching transactions in the public land offices of this State, by virtue of a commission from the Committee on Public Lands of the Senate of the United States.

Interrogatory first. Were you at the recent public land sales at Chocchuma land office? If you were, state when said sale took place, and whether it took place at the time appointed by the President's proclamation?

Interrogatory second. How long had the citizens of Mississippi notice of said public sale; and was such notice published a sufficient time, prior to said sale, to enable the citizens of this State generally to be apprised of the same, and to afford them a reasonable time to procure funds to purchase lands?

Interrogatory third. Do you or do you not know, or have you reasons to believe, that some land speculators were exploring the lands brought into market at said sales, long prior to notice of such sale reaching this State, or being generally known? If you know anything of these inquiries, answer particularly, giving the name or names of such speculators as were so engaged, and the place of their residence.

Interrogatory fourth. Do you know, or have you reasons to believe, that a company or companies of speculators were formed and concerned in the purchase of public lands at said land sales at Chocchuma? If you have such knowledge, state particularly how said company or companies were formed? About how many were the numbers composing any such company, and what were their names and places of residence and terms of association, as far as you can recollect?

Interrogatory fifth. Were the individual members of such company permitted to bid against each other for public land at said sale, by the terms of their association, or did they bid against each other for such land?

Interrogatory sixth. About what quantity of land was purchased at said sale by said company; and how did they bid for lands, by agent or otherwise; and who did bid for the lands so purchased by said company; and about at what price was said land generally purchased?

Interrogatory seventh. Had or had not the formation and existence of such a company of speculators, the effect of preventing competition in market for said land; and do you or not believe the government sustained a considerable loss in the prices, for which said land sold; and about how much would you estimate such loss at?

Interrogatory eighth. What disposition did said company of speculators make of the lands so purchased by them? Did they sell out said lands to each other, or to persons not of said company; and state about the average price at which said lands were so sold?

Interrogatory ninth. When said company sold out lands so purchased by them, how was the transfer or transfers made to the individual purchasers? Was it by bond, deed, or a transfer on the books of the register and receiver? and was not the name of first purchaser taken from, or omitted in the books of said land office, and the name of the purchaser from the company substituted? And did the officers of said land office charge anything for such transfers, and how much, and who paid, and who received said charge?

Interrogatory tenth. What proportion of the land sold at said Chocchuma sales do you suppose was purchased by any such company of speculators? and did not said company purchase of the government nearly all the lands sold at said sale, or three-fourths of the quantity, or at least half of the quantity so sold? State the best estimate you can make on the subject?

Interrogatory eleventh. Do you know, or have you reasons to believe that the register and receiver of the land office at Chocchuma, or either of them, and which one, had notice or were apprised, of the existence of said company of speculators, during said land sales? and did either said register or receiver use any means, and what means, to suppress said company, or to prevent the effect of their combination from operating against the government, in the sales of said land? And where was such company formed, and was its existence publicly and generally known at said land office?

Interrogatory twelfth. What amount of profit do you suppose any officer of said land office, and what officer, made by the resales and transfers made by said company?

Interrogatory thirteenth. Do you recollect to have observed the register and receiver, at said land sales, refuse to take the bids of individual purchasers of land, who did not belong to said company of speculators, unless such bidder would put up the money at the time of bidding, and before the land was stricken off? And was not this rule generally enforced? State particularly all you know on this subject.

Interrogatory fourteenth. Did you observe anything like favoritism or partiality in the officers of of said land office, in conducting said sales, in any case or cases? State all you know on this subject.

Interrogatory fifteenth. Do you know, or have you reasons to believe that the officers of said land office, at Chocchuma, or either of them, was, directly or indirectly, individually concerned or interested in the sales of lands at said public sales, either with said speculators, or otherwise? State all your best information on this subject.

Propounded to Robert McCay and John M. Evans, 14th June, 1834; to John A. Lane and Alfred Cox, 16th June, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

No. 3.—Alfred Cox's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

This day, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Alfred Cox, a citizen of Washington county, State aforesaid, who, being first duly

sworn, says, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in cases of frauds on the public lands, in the State aforesaid, &c., &c.

Answer to interrogatory first. I was at the land sale at Chocchuma last fall, but do not recollect to have ever seen the President's proclamation, ordering said sale.

Answer to interrogatory second. I am unable to say.

Answer to interrogatory third. I saw a gentleman by the name of McCall, who informed me he was examining the public lands for Major McLamore, of Tennessee; but whether the time at which the sales of the public lands were to take place at Chocchuma was generally known at the time, or not, I do not know.

Answer to interrogatory fourth. I know that such a company was formed. The company, as well as I recollect, was formed by the individuals signing a written article of agreement, the details of which I cannot now recollect, entirely, but the substance of it was as follows, I think: No person was allowed to put in less than $100, nor more than $1,000. The aggregate sum thus raised was to constitute a fund for the purchase of the public lands then selling. Commissioners (I think four) were appointed to purchase at the sales. Treasurers (I think two) were also appointed to take care of the money of the company; those commissioners were to purchase lands for the company. The company consisted of citizens of Mississippi, Alabama, and Tennessee, but as to the number, I am unable to say. Nearly all of the spectators present, I believe, were of the company; the names of such as I now recollect of, as belonging to the company, are, R. J. Walker, of Natchez, Miss.; Thomas Bernard, same place; Thomas G. Ellis, of Miss.; Jas. Stewart, of Miss.; Gen. Chambliss, of Miss.; Wm. Trayon, of Miss.; Mr. Beale, of New Orleans, La.; Mr. Jemison, of Alabama; Mr Gilchrist, of Alabama, and Dr. Nelson, of Mississippi. My recollections, on this point, are very imperfect, as I did not pay any attention to the list of names, when I examined the articles of agreement. The terms of association, I understood from the articles of agreement to be, that the lands were to be purchased by the commissioners for the company, after the close of the land sales. The lands thus purchased, were to be set up and sold at public sale, by the company, to the highest bidder, and the profits divided between the members of the company, in proportion to their stock, with this exception: that each settler, who should belong to the company, should be allowed to have, I think, one-eighth, to include his improvement, or a part thereof, at the price paid for it by the company.

Answer to interrogatory fifth. I do not now recollect whether the individual members of the company were permitted by the terms of their association, to bid against each other at the public sale by the government, or not; but I presume they were not, as I understood from the gentlemen, composing the company, generally, that their sole object was to put down competition. They did not bid against each other, to my knowledge, at the sale made by the government.

Answer to interrogatory sixth. As to the quantity of land purchased, I am unable to say; they bid by agents. The commissioners appointed for the purpose, bid for the lands so purchased. The said lands were generally purchased, whilst I was present, at $1.25 per acre.

Answer to interrogatory seventh. The formation and existence of the said company, certainly did have the effect to prevent competition in the market for said lands; I do believe the government sustained a considerable loss in the prices for which said lands sold, but I am unable to form any correct estimate of the amount of such loss.

Answer to interrogatory eighth. The lands purchased by the company, were sold by the company at public sale, to the highest bidder: the sale was not confined to the individuals composing the company, but whether any person not belonging to the company, became a purchaser, at the said sale, or not, I am unable to say. I am also unable to say what was the average price at which such lands were sold: all that I saw sold, was sold at a considerable advance upon the price given for it by the company.

Answer to interrogatory ninth. I am unable to say.

Answer to interrogatory tenth. I should suppose that the company purchased about three-fourths of the land sold at the sales, perhaps more.

Answer to interrogatory eleventh. I heard the register and receiver of the land office at Chocchuma, during the sales frequently speak of the company. The said register and receiver did not either of them, use any means to suppress said company, or to prevent the effect of their combination from operating against the government, in the sale of the said lands, to my knowledge.* The company, I believe, was formed in the south room of the upper story of the tavern of Mr. Pratt, in the town of Chocchuma, and its existence was generally known of at said land office.

Answer to interrogatory twelfth. I am unable to form any idea.

Answer to interrogatory thirteenth. The only instance I recollect of in which the register and receiver refused to take the bid of any person, unless the money should be put up at the time of bidding, and prior to the striking off of the land, was this: a gentleman, who I understood did not belong to the company, bid (I think) against Mr. Martin, of Tennessee, and the gentleman was required, at the suggestion of Mr. Martin, to put up the money at the time of bidding, before the land was striken off; but to the best of my recollection, this rule was not generally enforced.

Answer to interrogatory fourteenth. I did not, unless the case of Mr. Martin, contained in my last answer, may be so considered; it was so considered by me.

Answer to interrogatory fifteenth. On that point I know nothing of my own knowledge, nor have I any information on the subject.

ALFRED COX.

Sworn to and subscribed before me, this 16th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

No. 4.—Robert McKay's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

This day, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Robert McKay, a citizen of Hinds county, State aforesaid, and being first duly sworn, deposeth and says, he will true and faithful answers make to such interrogatories as may be propounded

* Except that the register told me, he had applied to Judge Black to examine the articles of agreement of the company, and given him his opinion on the subject, and that Judge Black, after examining the articles of agreement, gave it as his opinion, that it was not the duty of the register and receiver to take any steps to counteract the effects of the company.

to him by the commissioners appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in cases of frauds on the public lands, &c., &c.

Answer to interrogatory first. I was at the sale of public lands at Chocchuma, which were either in October or November last, and the sales took place agreeably to the President's proclamation.

Answer to interrogatory second. I do not now recollect, how long said sales were published. I had sufficient time to procure funds for purchasing land at said sales. I do not now know how it affected others.

Answer to interrogatory third. I understood a company of gentlemen from Alabama had been exploring the lands several months before said sales. The names of those I now recollect were Jamison, Malcolm Gilchrist and others, whose names I cannot recollect. From the State of Mississippi, the following gentlemen were exploring the lands a short time before the sales, viz: John M. Evans, two of the Louises, and some of the Quins, &c., &c., and many others, whose names I do not now recollect.

Answer to interrogatory fourth. I was informed that two companies were formed for the purpose of purchasing lands at the recent sales at Chocchuma, which companies I afterwards understood united, and formed a joint stock, with a view, as they said, of protecting the actual settler or settlers for the land he had improved, provided that the improvement did not exceed two lots or two-eighths of land. Said settler or settlers were to hand in the numbers of the land so improved, if they wished to purchase it, to the agent or agents of said company; and it was also stipulated, that said settler or settlers were not to oppose the agent or agents of said company in the purchase of other lands not embraced in their respective improvements. The persons said to be interested were inhabitants of different States, principally Mississippi and Alabama. William R. Campbell, of Vicksburgh, and Hiram Coffee, of Jackson, both in the State of Mississippi, named to me that they were interested in said company, and I understood many others, namely, Malcolm Gilchrist, and Jamison, of Alabama, Walker and Bernard, of Natchez, Mississippi, and other individuals, that it would now be impossible for me to name from recollection. The number composing said company, I have no perfect knowledge of, but from public rumor, they might amount to fifty or upwards.

Answer to interrogatory fifth. I understand not.

Answer to interrogatory sixth. They bid by agents. I saw the aforesaid Walker and Gilchrist bidding for land, which I understood was for the company, generally at one dollar and twenty-five cents per acre.

Answer to interrogatory seventh. The formation of said company had the effect of preventing competition, but on the whole, I think the government sustained no loss from it.

Answer to interrogatory eighth. I left Chocchuma before the sale of the company's land took place, therefore I have no accurate knowledge of how the business was closed.

Answer to interrogatory ninth. When the company sold a tract of land, the agent, in whose name said tract had been purchased, made a transfer of the receipt of the receiver, for the payment of the purchase money, which transfer was witnessed by the register, who charged one dollar for each transfer, and the person purchasing from the agent paid it.

Answer to interrogatory tenth. My knowledge is very imperfect, and I can make no estimate to be relied on.

Answer to interrogatory eleventh. I believe the register and receiver both knew such a company was formed, it being a matter of public notoriety. I heard of no efforts being made to suppress the formation or intention of said company, by either the register or receiver. Said company was formed at Chocchuma.

Answer to interrogatory twelfth. I have no knowledge of the amount thus made by the transfers on certificates to second purchaser or purchasers.

Answer to interrogatory thirteenth. I do not recollect that the register and receiver required persons bidding for lands to place money in the hands of the receiver, unless when said purchasers had previously forfeited land bid for. I do not think such sale was generally enforced.

Answer to interrogatory fourteenth. I did not.

Answer to interrogatory fifteenth. I do not know, nor have I any reasons to believe they were; and further this deponent saith not.

ROBERT McCAY.

Sworn to and subscribed before me, this fourteenth day of June, 1834.

HENRY G. JOHNSTON, *Justice of the Peace.*

No. 5.—John A. Lane's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

This day, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, John A. Lane, who being first duly sworn, deposeth and says, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions.

Answer to first interrogatory. I was at the recent public land sales at Chocchuma, which took place on the 21st October, as advertised.

Answer to second interrogatory. If my memory serve me right, I saw the first procamlation of those sales in a Washington paper, about six weeks previous to the time appointed for the sales to commence, which would have given time for the citizens to have been apprised of the sales, at least those who had access to the newspapers; and I should say, from the quantity of funds upon the ground at the time of the sales, ample time to procure funds; for, in my opinion, there was upwards of one million dollars taken to those sales.

Answer to third interrogatory. I do not know that there was any examination of lands, prior to the proclamation of the sales, by speculators, but that there were persons examining the country I have no doubt; but as to names or residence I have no knowledge, nor have I any that such was the fact.

Answer to fourth interrogatory. I know that there were sundry companies formed for the purchase of public lands at said sales, amongst the persons attending them, which were formed generally by verbal agreement, except in one or two instances in which there was a small article drawn, and signed by a large majority of the members of said company, though not all; as well as I recollect, the numbers comprising said companies varied from two to some ten, twenty, and in one instance to a much larger num-

ber, though the precise number I do not recollect or even know, but to perhaps fifty or one hundred persons. I was a member of sundry companies myself. R. J. Walker, of Natchez, Adams county, Mississippi, Thomas Barnard, of ditto, Thomas G. Ellis, of ditto, Jno. C. McLemore, of Tennessee, W. R. Campbell, W. H. Sims, Benj. Hatch, Thomas Rigby, Caborn Steel, William Vick, all of Warren county; John J. McCaughan, James McLauren, John B. Payton, William Cargill, Dr. William Gwin, all of Hinds county, Mississippi; Thomas J. Kirkman, a Mr. Binford and Smith, Anthony Winston, and Malcom Gilchrist, of Alabama, county and places of residence not known. Many of the above given names were the representatives of absent persons not known, or if known, not recollected. The terms of association were different in all the companies, or nearly so, of which I have any knowledge, or was concerned in; the rights of many members of the company who were occupants, were respected; and said persons so occupying, were allowed to take their places at the cost price paid government. In many instances the lands bid in by said company, were sold out to the highest bidder without respect to membership; and in some instances when resold, were confined to the members of said company. This is as near as I can recollect.

Answer to fifth interrogatory. It is my impression that it was forbid that members of the same company should oppose each other in bidding at sales of the public lands; but in some instances such was the case, which I saw and experienced myself.

Answer to sixth interrogatory. As to the quantity of lands purchased at said sales by said companies, I have not the least idea. But by far the largest portion sold at the said office, was bid in by said companies, and generally at $1.25; but in some instances as high as three, four and seven, and even more dollars, were paid per acre by said companies to government. Each company generally had some two to five persons to bid in the lands for them; and Messrs. Walker, Ellis, Jamison, Gilchrist, Lane and others, were bidders.

Answer to seventh interrogatory. The formation of said companies, no doubt, prevented competition in market, and may have been a loss to government; but my own opinion is, that though she may have lost on that score, she sold a large quantity of lands which the purchasers would now be glad to revert back to government, even in some instances where it only cost the minimum price of $1.25, and which said lands would not be entered if now vacant, though perhaps the portion is small. I can form no estimate of the loss to the government, if any.

Answer to eighth interrogatory. The sundry companies made sundry dispositions; in some instances sold them out at private, in others at public sale; the average price for which said lands sold was at an advance on cost of from 25 to 50 per cent, in some cases cost only obtained, and in others only fifty to seventy cents per acre, though in many instances one and two hundred per cent were paid.

Answer to ninth interrogatory. The transfers were made generally by assignment of certificate, done before the register, and so entered by him in his tract book, the original purchaser making the assignment; in some few instances the original name was not known. When transfers were made before the receipts were issued, there was a charge made by the register, who made nearly all the transfers, or quite all I saw made, of one dollar in some instances for each receipt transferred, and in some instances no charge was made. I paid for some one dollar, others seventy-five cents, and for others nothing.

Answer to tenth interrogatory. I should say at least one-half to two-thirds of the land sold at said sales, was bought by said sundry companies.

Answer to eleventh interrogatory. I do not know that either the register or receiver of said office had notice, or was apprised of the existence of said company. I saw persons upon the ground who did not know it until after the sales of the day, and from day to day were over, at least I was interrogated to know about it. On several occasions I have heard the register say he would stop the sales if he discovered a combination; that he did or did not know it I cannot say; had the officers been out doors they might have stood a chance to discover it; but the opportunities within were bad.

Answer to twelfth interrogatory. I have no idea of the amount received for transfers.

Answer to thirteenth interrogatory. There were several bids refused on the grounds of a deposit being demanded by the opposing bidder, and not made; but who the parties were I do not recollect, except in one instance: Mr. Marsh, who, I think, did not belong to the company, or at least if so, I am unable to say; and in another instance A. S. Campbell, who, if not then, was afterwards a member of the company or companies.

Answer to fourteenth interrogatory. I did not observe any partiality or favoritism in either of the officers. There was censure imputed in some cases where deposits were demanded by the opposing bidders, and that demand enforced by the register; where threats were made, reasonable calculation upon a forfeiture to the government, as was the case in some instances.

Answer to fifteenth interrogatory. I do not know that either of the officers was interested in said company sales. I know that each of them was a bidder for land, and that without competition.

JOHN A. LANE.

Sworn to and subscribed before me, this 16th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

No. 6.—John M. Evans' testimony.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, John M. Evans, who being first duly sworn, deposeth and says, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in cases of frauds on the public lands, &c.

Answer to interrogatory the first. I was at the sales of the public lands at Chocchuma, I think in October last, which, I believe, were made in accordance with the President's proclamation.

Answer to interrogatory the second. I do not now recollect how long public notice was given of the sales, prior to their taking place; but I think sufficient time for all who wished to purchase lands, to avail themselves of the means of so doing, as there were persons from all parts of Mississippi, and from several adjoining States, commanding more capital than was ever supposed to be at any one sale.

Answer to interrogatory the third. I believe there were a great many, who, judging probably from the progress of the surveys and other causes, that the sales would take place some time last fall, were exploring the country prior to the time of their publication; but I could not name any person in particular.

A short time after the publication of the sales, or some short time before, I do not recollect which, I was engaged in exploring the country that constituted a part of that which was to be sold at Chocchuma, and at the time I arrived in that section of country, there were several hundred persons engaged in the same business. But to point out any individual that I knew to be there before the publication of the sales referred to, is more than I am able to do.

Answer to interrogatory the fourth. About the second or third day after the sales commenced, a company, designated as the Chocchuma Land Company, was formed, by entering into a written agreement, containing, as well as I recollect, (in substance) the following stipulations: that each member of the company should deposit with the commissioners of the company, at the time of signing the articles of agreement, one thousand dollars, to be called one share in the general stock; and that no one person should be permitted to hold more than one share. The company were to be represented by Robert J. Walker and T. G. Ellis, of Natchez, and Malcolm Gilchrist and Robert Jemison, of Alabama; that the lands purchased for the company were to be bid for by the aforesaid representatives or agents, and no other; the lands so bought were to be set up at a subsequent sale, free for all persons to bid, who wished to purchase; and, at the closing of the transactions of the second sale, each member was to draw an equal proportion of the profits arising therefrom. Such lands as were settled on were excepted, there being a provision, that all settlers who would give in the numbers of their land to the company, should be entitled to one-eighth, or as much as a quarter section, if their improvements covered so much, at government price. The number composing the company was between one hundred and fifty and two hundred. Some of the names of the company are as follows: Malcolm Gilchrist, Robert Jemison, from the Alabama; R J. Walker, Mr. Ellis, Mr. Bernard, Wiley Davis, Hiram Coffee, J. A. McRoon, William Trahern, James C. Dickson, Thomas H. Williams, Richard Cordell, Benjamin Bugg, and J. and J. A. Lane, of Mississippi; and, I am under the impression, Mr. McLemore of Tennessee. The others I cannot now recollect. Subsequent to the formation of this company, there were several others formed, composed of few members. The stipulations, I believe, were similar to those of the first, with the addition of other names, who, as well as I remember, were the following: R. J. Campbell, W. Sims, Jacob Oats, Mr. Blanton, John B. Peyton, G. Gray, Mr. Steel, of Mississippi.

Answer to interrogatory the fifth. They were not, as already answered in the fourth interrogatory.

Answer to interrogatory the sixth. As to what quantity of land was bought by the company, I cannot say. The lands, as previously stated, were bid off by the agents of the company; the greater part of which was bid off at one dollar and seventy-five cents per acre; the remainder ranging from that price to about four dollars.

Answer to interrogatory the seventh. Competition was prevented, of course, between the members of the company. The loss sustained by the government cannot possibly be known; but I would suppose a considerable amount.

Answer to interrogatory the eighth. The lands bought, as before stated, were sold to the highest bidder at public sale, by the first company spoken of; but, at the others, they were sold to the highest bidder among themselves.

Answer to interrogatory the ninth. The land purchased was transferred to the second purchaser by a transfer of the certificate, in presence of the register. The name of the person who first purchased, was registered as the purchaser from government. The register charged one dollar for each transfer made before him. I paid that amount, and suppose he charged others the same. Col. W. Gwin was the register who received the compensation above stated.

Answer to interrogatory the tenth. I suppose about two-thirds.

Answer to interrogatory the eleventh. It being a matter of public notoriety, they must have known it. I do not know that they used any means, at that time, to prevent the effects of its organization. But I have been informed that Col. Gwin mentioned the subject to Judge Black, telling him that he had an idea that it would be improper to proceed with the sale, and, upon consultation with him, after having examined the law on the subject, they were both of opinion that nothing had occurred to render the sales unlawful.

Answer to interrogatory the twelfth. I cannot say.

Answer to interrogatory the thirteenth. Sometimes, at the suggestion of other persons, I believed a deposit was called for. But I think it was only when the officers had reason to believe the bidder intended to forfeit it, that a deposit was called for.

Answer to interrogatory the fourteenth. I do not know that they showed partiality in their official proceedings; at least, I am not able to point out any particular instance.

Answer to interrogatory the fifteenth. I know nothing of the facts, if any such exist. And further, this deponent saith not.

J. EVANS.

Sworn to and subscribed before me, this 14th June, 1834.

HENRY G. JOHNSTON, *J. P.*

No. 7.—S. W. Dickson's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Samuel W. Dickson, receiver of public moneys at Mount Salus land office, examined as a witness touching any malconduct on the part of the several registers and receivers of the several land offices in the State aforesaid, by virtue of a commission from the hon. Senate of the United States, through their Committee on Public Lands.

Interrogatory first. When was the purchase money placed to the credit of government for north half, east half, southeast quarter, section 12, and south half, west half, northeast quarter, same section, township seven, range three west; where was said purchase money paid, by whom, and how much per acre?

Interrogatory second. When was the purchase money placed to the credit of government for the west half, southeast quarter, section twenty; and north half, east half, northeast quarter, section twenty-nine, township seven, range three west; by whom paid, and how much per acre?

Interrogatory third. Has the purchase money been paid to government for south half, east half, southeast quarter, section twenty-one, and the east half, southeast quarter, section seventeen, township seven, range three west? If so, state every particular.

Interrogatory fourth. When was the purchase money placed to the credit of government for the east

half, northeast quarter, section twenty; and the west half, northwest quarter, section twenty-one, township seven, range two east; by whom paid, and how much per acre?

Interrogatory fifth. When was the purchase money paid to government for the north half, east half, southwest quarter, section thirty-six, township six, range two west; by whom, how much per acre, and who owns the south half of said eighth?

Interrogatory sixth. When was the purchase money placed to the credit of government for the west half, northwest quarter, section twenty-one, and the east half, northeast quarter, section twenty, township seven, range two east; by whom, and how much per acre?

Interrogatory seventh. When did government receive a credit for northwest and west half, northeast quarter, section thirty-three, and east half, southeast quarter, and east half, northwest quarter, section thirty-two, township seven, range two east; who now owns said land, and how much was paid per acre?

Interrogatory eighth. When did government receive a credit, and how much per acre, for the southeast quarter, section twenty-seven, and the northeast quarter of section thirty-four, township ten, range four east; by whom entered?

Interrogatory ninth. Do you consider land purchased of the government, under any circumstances, common in a land office, before the purchase money is actually paid for said land?

Interrogatory tenth. Do you know of, or have you any reasons to believe, any register or receiver of the several land offices (yourself excepted) has, at any time, been guilty of malconduct in office, contrary to the land laws of the United States, and the duties of their office? if so, state every particular.

Propounded June 19, 1834.

WM. S. JONES,
J. CALDWELL,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

Answers to interrogatories propounded by W. S. Jones, commissioner, touching the malpractice in office of any of the officers of the Mount Salus land office.

Answer to first interrogatory. On examination of the books in receiver's office, I find east half, southeast quarter, and west half, northeast quarter, section twelve, township seven, range three west, entered on 22d November, 1833, in the name of Rufus B. Powe, at $1.25 per acre.

Answer to second interrogatory. The entry alluded to in the above interrogatory, is on the books in the name W. S. Jones, for west half, southeast quarter, section twenty, township seven, range three west, on 3d January, 1833, at $1.25 per acre; and, on same date, in the name of Jacob Williams, north half east half, northeast quarter, section twenty-nine, township seven, range three west, and at the same rate per acre.

Answer to third interrogatory. I do not find an entry on the books for the land described in the third interrogatory.

Answer to fourth interrogatory. On examination in the books, I find east half, northeast quarter, section twenty, and the west half, northwest quarter, section twenty-one, township seven, range two, east, entered in the names of Joseph Dunbar and David Hunt, by joint entry, on 24th July, 1833, at $1.25 per acre.

Answer to fifth interrogatory. The entry on the books for north half, east half, southwest quarter, section thirty-six, township six, range two west, is in the name of Samuel Gwin, on 29th August, 1833, at $1.25 per acre; and the south half of east half of southwest quarter, is entered in the name of Robert Matthews, 11th October, 1832.

Sixth interrogatory answered in fourth answer.

Answer to seventh interrogatory. The books aforesaid represent the entry in the name of Burruss Haley, for northwest quarter, and west half, northeast quarter, section thirty-three, and east half, southeast quarter, and east half, northwest quarter, section thirty-two, township seven, range two east, at $1.25 per acre, on 28th February, 1833.

Answer to eighth interrogatory. The entry for southeast quarter, section twenty-seven, and the northeast quarter, section thirty-four, township ten, range four east, is in the name of George C. Dameron, at $1.25 per acre, on the 13th of September, 1833, as entered in the register of this office.

Answer to ninth interrogatory. I am of opinion that when the purchaser, on presenting the application from the register's office to the receiver, and has actually paid the receiver the purchase money, he is entitled to the land, and the purchase is complete; or I am also of opinion, that when the purchaser, on presenting his application as aforesaid, obtains the receiver's receipt, in the usual way, he is a bona fide purchaser of the land, and the receiver is charged to the government for the purchase money.

Answer to tenth interrogatory. For answer to the above interrogatory, I would remark that until I came into the land office, I knew of no conduct in the officers, except as regards my own entries of land, which were conducted, in every particular, as I thought, with the utmost fairness. Since I have been in office, I have seen no conduct of my colleague, who has been in office ever since I have, in the slightest degree fraudulent, or done, as I believe, with the least impurity of motive.

S. W. DICKSON.

JUNE 19, 1834.

Sworn to and subscribed before me, Anthony B. Shelby, acting justice of the peace for the county and State aforesaid, this 19th June, 1834.

A. B. SHELBY, *J. P.*

By Hiram G. Runnels, Governor of the State of Mississippi, to all who shall see these presents:

Be it known, that A. B. Shelby was a justice of the peace from the 16th to the 19th day of June, inclusive, in and for the county of Hinds, and that full faith and credit are due to all his acts as such.

Given under my hand and the great seal of the said State, at Jackson, the 20th day of June, 1834.

By the governor: H. G. RUNNELS. [SEAL.]

DAVID DICKSON, *Secretary of State.*

No. 8.—T. L. Sumerall's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Thomas L. Sumerall, present register of the Mount Salus land office, State aforesaid, touching any malpractice on the part of the several registers and receivers of the several land offices, in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. When you took charge of the Mount Salus land office in the latter part of April, 1833, how long was it before you discovered that a considerable quantity of land had been marked sold upon the maps of survey, but which, in fact, was not sold; how many pieces of land, thus marked, have you detected upon said maps; how much is still thus marked; and how much of this marked land has since been entered, and in fact sold?

Interrogatory second. What quantity of land, thus marked, was so marked while the office was in the care of your predecessors in office, and how much was marked under each one, according to the best estimate you can make, and how much was marked by each one, in his own handwriting?

Interrogatory third. Is there any record in your office, of any of your predecessors informing the Secretary of the Treasury, or the Commissioner of the General Land Office, that a considerable quantity of land was marked sold, which was not sold? and what disposition did your immediate predecessor make of land, thus marked, when applied for?

Interrogatory fourth. Do you know, or have you reasons to believe, any officer of said office ever marked land sold, when, in fact, said land was not sold, with a view of profit to himself, or for the benefit of others, and did represent said land, thus marked *sold*, as in truth sold, when applied for, and inquired after, by persons looking for vacant land? State particularly what officer may thus have acted, and every case in which you either know, or have reasons to believe, such was the fact.

Interrogatory fifth. Do you know, or have you reasons to believe, that any officer of said office ever agreed to save or enter any tract or tracts of vacant land, for any person; and with an understanding they or he was to receive a per cent for so doing? If so, did said officer or officers make payment to the government at the time of making the agreement to save said land; or did he or they only mark said tract or tracts of land sold upon the maps of survey, so as to induce inquirers for vacant land to believe said land, thus marked, was sold, when, in fact, it was not sold?

Interrogatory sixth. [R. B. P.] Was the north half, east half, southeast quarter, section twelve, township seven, range three west, and the south half, west half, northeast quarter, same section, township and range, marked sold upon the maps of survey, when said land, in fact, was not sold, when you took charge of said office? If so, state how you think said land came to be marked in that manner, and what induced you to permit its entry, without waiting to receive instructions from the Commissioner of the General Land Office; and also, what information you received from any person concerned in said Mount Salus land office, relative to said lands being thus marked; and also, who now owns said land, and when it was entered; and also state in whose handwriting do you think said land was thus marked.

Interrogatory seventh. [R. M.] When you took charge of said office, what mark or writing was on north half, east half, southwest quarter, section thirty-six, township six, range two west; who now owns said land; when was it entered; and was said mark or writing on said land prior to its being paid for; and also state what information you received relative to said lands, having said writing upon it?

Interrogatory eighth. [J. W.] When was west half, southeast quarter, section twenty, township seven, range three west, and north half, east half, northeast quarter, section twenty-nine, same township and range, entered; and also, were south half, east half, southeast quarter, section twenty-one, township seven, range three west, and east half, southeast quarter, section seventeen, same township and range, marked sold upon the maps of survey; how you think it thus came marked sold, in whose handwriting is said mark, and for what purpose was it made; and also, what information have you had relative to said mark, from any person concerned in the office, and what is now the situation of said land?

Interrogatory ninth. [W. T. L.] Was the west half, northwest quarter, section twenty-one, township seven, range two east, and the east half, northeast quarter, section twenty, same township and range, marked sold upon the maps of survey, when said land was not sold; and in whose handwriting is the mark of sale made upon said land; who now owns it, and in whose name is it now entered? State every particular of said land.

Interrogatory tenth. [A. McCay.] Were certain tracts of land, situate near a certain steam sawmill, owned by John B. Pittman and Samuel Gwin, late register of this office, marked sold, when, in fact, they were not sold? If so, state when you discovered said mark of sale upon them, what information you received relative to said marks, for whose benefit they were intended, when said land was in fact entered, who now owns it, and what induced you to erase the mark of sale from said land, and whether or not you had received instructions from the department for making the erasure.

Interrogatory eleventh. [B. Haley.] When do the records of your office show that northwest quarter and west half, northeast quarter, section thirty-three, and east half, southeast quarter, and east half, northwest quarter of section thirty-two, township seven, range two east, was entered, by whom, and how much per acre?

Interrogatory twelfth. When do the records of your office show the entry of southeast quarter, section twenty-seven, and the northeast quarter of section thirty-four, township ten, range four east, by whom, how much per acre, was said land marked sold upon the maps of survey, before the purchase money was paid to government, in whose handwriting do you suppose the mark of sold is made? If so, and said land was marked sold, before it was in truth sold, how came it to be entered without waiting to receive instructions from the Commissioner of the General Land Office, permitting its entry; and also, what information have you received relative to said land, from any person who ever did business in your office, either as principal or deputy.

Interrogatory thirteenth. Is a certain half-eighth of land near to, or adjacent to, the land mentioned in interrogatory twelfth, for which Thomas Griffin has deposited money, marked sold upon the maps of survey, but the sale of which cannot be traced to any other book in the office, marked sold? If so, state in whose handwriting you think said mark of sale was made, and what information you ever received from any person, who ever may have done business in said office, either as principal or deputy.

Interrogatory fourteenth. Have you ever been informed that any person or persons, were ever allowed to place, or have placed, a private mark upon vacant land, which such person or persons intended, at some

subsequent time, to purchase of the government? If so, state what person or persons had said privilege, what was the intention of said private mark, what register allowed it, and every particular relating thereto.

Interrogatory fifteenth. From your examination of the books of said Mount Salus land office, and from information otherwise obtained, do you think your predecessors in office have faithfully discharged the duties required of them as registers of said office? State every particular, if from the records of the office, refer; if from information otherwise obtained, state your information; and also, whether you think said registers have always acted, in the discharge of their official duties, with strict justice between man and man, and equal justice towards the government, whose agents they were; and also give the name of any register who may have been guilty of such malconduct.

Interrogatory sixteenth. Do you know of any malconduct, on the part of any of the several registers or receivers of this State, (yourself excepted)? If so, state every particular.

Interrogatory seventeenth. What mark or writing is put upon land sold, to show the sale of said land, in the Mount Salus land office?

Interrogatory eighteenth. Do the records of your office show that Samuel Gwin and George B. Dameron, or either of them, owned, in November or December, 1832, the southeast quarter of section twenty-seven, and the northeast quarter of section thirty-four, township ten, range four east, or any half section of land in the neighborhood, or lying near the above described land? If so, give the numbers of said land then owned by them, and every particular.

Propounded 18th June, 1834.

WM. S. JONES,
ISAAC CALDWELL,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

Answers of Thomas L. Sumerall to the interrogatories propounded to him by William S. Jones, commissioner appointed by the Senate of the United States, through their Committee on Public Lands.

Answer to interrogatory the first. In the course of a month or two I discovered a considerable quantity of tracts marked on the maps of the office, which, upon inquiry of the General Land Office, proved to be not sold. Of lands thus marked I have detected as much as twenty-one eighths, the whole of which, I believe, has since been sold. And, upon a late comparison of maps with the tract books of the office, I have discovered about one hundred and thirty-six eighths of land marked on the maps as sold, that are not tract.

Answer to interrogatory the second. As to the time the marks were made, I cannot say, but I believe they were nearly all made before I took possession of the office. As to the handwriting, or under whose time as register, I cannot say with any degree of certainty; however, I believe that from the great variety of appearances in those marks, many of them were made by other persons than those in charge of the office; a considerable quantity of them appear to be in the handwriting of Samuel Gwin, some in the handwriting of George B. Dameron, and some in the handwriting of Gideon Fitz, and perhaps some in the handwriting of S. D. Hays; but as to the quantity of marks made by each one, is, from their numerous appearances, impossible to determine.

Answer to interrogatory the third. I find a copy of a letter purporting the original to have been sent to the General Land Office, a list of marks found on the maps, which corresponding tracts had not been entered on the tract books, and appears to be dated March 5, 1832. As for what disposition Colonel Gwin, who was then register, made of said lands, when application was made for them, I do not know.

Answer to interrogatory the fourth. I believe that the maps have been marked in many places, indicating the lands to be sold, when in fact they were not sold; but what the views of the officers that made such marks were, I do not know. The north half, east half, southwest fourth of section thirty-six, township six, range two west, when I came into the office, was marked Gwin; and, upon inquiry, Colonel Gwin told me that it was not sold, but that he had marked it for himself, intending, so soon as I should take my post, and did some time afterwards, enter said tract of land. G. B. Dameron also marked the maps, which circumstance will be explained in my answer to interrogatory the sixth.

Answer to interrogatory the fifth. I know of no such circumstance.

Answer to interrogatory the sixth. The east half, southeast fourth, and the west half, northeast fourth of section twelve, township seven, range three west, were marked on the maps as sold, when I took charge of said office. The reason why I permitted said lands to be entered without waiting to have instructions from the General Land Office, is that G. B. Dameron indicated to me that he had marked it for R. B. Powe, who he expected would enter it; and the said mark on the map does appear to be in the handwriting of G. B. Dameron. The said land was entered by Rufus B. Powe on the 22d November, 1833.

Answer to interrogatory the seventh. For my answer as to the mark, &c., see my answer to interrogatory the fourth. The said tract was entered by Samuel Gwin, on the 10th of August, 1833; however, the receipt having been misplaced at that time, the entry was not closed until the 29th of the same month.

Answer to interrogatory the eighth. The west half, southeast fourth of section twenty, and the north half, east half, northeast fourth, twenty-nine, both of township seven, range three west, were entered, (as appears by the records of this office,) on the 3d day of January, 1833. The east half, southeast quarter of section seventeen, and the south half, east half, southeast quarter of section twenty-one, both of township seven, range three west, were marked sold, I think, before I came into office, but how they came marked I know not; I believe the mark on the east half, southeast fourth of section seventeen, is in the handwriting of George B. Dameron. Application has been made and the money deposited on the two tracts, last above named, and now waits instructions from the General Land Office.

Answer to interrogatory the ninth. I know nothing of said marks, except that I perceive by the books of the office, that it was entered by J. Dunbar and David Hunt on the 24th of July, 1833, at which time George C. Dameron attended to my office in my absence; by whose hand the marks were made I cannot tell.

Answer to interrogatory the tenth. There are two or three eighths of land lying in sections ten and fifteen, in township five, range two west, near where I suppose the said steam saw-mill is situate, about which John B. Pittman and Alexander McCay had some contention, a part of which has since been entered

by John B. Pittman and Samuel Gwin, in copartnership, and a part by Alexander McCay. The balance contained in said interrogatory I cannot answer.

Answer to interrogatory the eleventh. According to the records of this office, the northwest fourth and west half, northeast quarter of section thirty-three, township seven, range two east, and the east half, southeast fourth, and east half, northwest quarter of section thirty-two, same township and range, were entered on the 28th of February, 1833, by Burruss Haly, at one dollar and twenty-five cents per acre.

Answer to interrogatory the twelfth. According to the records of the office, the southeast quarter of section twenty-seven, and the northeast quarter of section thirty-four, both in township ten, range four east, were entered on the 11th of September, 1833, at one dollar and twenty-five cents per acre. I can neither tell who marked said tracts on the maps as sold, nor when it was marked. At the time said lands were entered I was part of the time confined with sickness, and was very seldom in the office. I never received any information relative to said entry, until rehearsed by Ramsey Cox, whose testimony has been taken on the subject. I believe at the time the entry was made, George C. Dameron superintended in my office.

Answer to interrogatory the thirteenth. The north half, west half, northwest quarter of section thirty-five, township ten, range four east, is marked sold on the maps, which entry cannot be found on the tract books, upon which Thomas Griffin has made a deposit to wait instructions from the general land office; the handwriting of said mark resembles that of Samuel Gwin. I have never received information on this subject save that from the testimony of Cox aforesaid.

Answer to interrogatory the fourteenth. I have been told by some person, but do not recollect whom, that several persons had put private marks on certain tracts of land, as designated on the maps, which they intended at some future time to enter. I understood that Joseph Dunbar had thus marked the maps, but whether or not it was a privilege allowed by the register I do not know. Those marks were made before I took charge of the office, but I cannot say who was register at the time.

Answer to interrogatory the fifteenth. No answer.

Answer to interrogatory the sixteenth. I know of none.

Answer to interrogatory the seventeenth. Sometimes the purchaser's name is put upon the map to indicate the tract sold, but more commonly the letter S is put upon the maps for that purpose.

Answer to interrogatory the eighteenth. I know of none, nor do the records show any.

T. L. SUMERALL, *Register L. O. Mt. Salus, Miss.*

Sworn to and subscribed before me, this 18th June, 1834.

A. B. SHELBY, *J. P.*

No. 9.—William T. Lindsay's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to William T. Lindsay,* of Madison county, a witness, called and examined touching the conduct of the several officers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge of any officer at Mount Salus land office refusing any applying for vacant land, permission to enter said vacant land? If so, state who was the officer; give the numbers of said land, and say who now owns said land, and everything relating thereto.

Propounded 12th June, 1834.

WM. S. JONES,
ISAAC CALDWELL,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace, for said county and State, William T. Lindsay, who being first duly sworn, says he will true and faithful answers make to such interrogatories as may be propounded to him by the commission appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions of witnesses in case of frauds on the public lands, &c., &c.

Answer to interrogatory first. On or about the 31st day of December, 1832, I applied to Samuel Gwin, the register of the land office at Mount Salus, to enter east half, northeast quarter, section twenty, and the west half, northwest half, section twenty-one, township seven, range two east. My brother owned an eighth of land joining these, broadside to the east, and I knew that by getting these two eighths, the three together would sell well. Upon looking at said two eighths, I found that both were marked with the letter S. I asked him (Gwin) who had entered said land, and to let me see the books, and know who had entered it. He said it was too much trouble, and he would not examine the books; and that after the next week he should have a room made and would lock up the books, and when people applied for land, if it was vacant, they should have it; if not, they should not have it. That ruffled me a little, and I told him he could do as he pleased about it. Some time in July, 1833, Littleberry R. Stark, of Madison county, called and told me I was mistaken about the land's being entered, for which I had applied, and which Gwin, the register, had told me was entered; for he (Stark) had himself seen the very same land entered the evening before. The records of the said land office now show that that very same land was entered by Joseph Dunbar and David Hunt, of Jefferson county, on the 24th of July, 1833. I consider I thus lost $1,400 by not getting the land as above described, which Gwin, the register, insisted was entered when I applied for it; said land was then marked sold. There are several other persons who know the facts of this transaction; furthermore deponent saith not.

his
WILLIAM T. × LINDSAY.
mark.

Sworn to and subscribed before me, this 12th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

I am acquainted with this deponent, William T. Lindsay. He is a man of truth and veracity.

ISAAC CALDWELL.

* See interrogatory ninth to Thomas L. Sumerall, and his answer thereto.

No. 10.—Elisha Lott's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Elisha Lott, a citizen of Madison county, called and examined as a witness touching the malconduct of the several registers and receivers of the several land offices of the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you ever recollect to have heard either the register or receiver of the Mount Salus land office offer to sell southeast quarter, section twenty-seven, and the northeast quarter, section thirty-four, township ten, range four east, or any land lying near it? If so, state all you know of said offer of sale, by said register or receiver, the time of said offer, &c., &c.

Answer to interrogatory first. About November or December, 1832, I was in the Mount Salus land office, and heard either the register or receiver say, "We have a half section of land which we will sell." They asked $1.75 or $2.00 per acre, I think. I am not certain said land was the southeast quarter, section twenty-seven, and northeast quarter, section thirty-four, township ten, range four east; but am disposed to think that was the land, at least, the half section offered for sale was near the above land. The offer was made to Mr. Hill Jones, and he and myself went to a Mr. Warren's, in Madison county, near the above land, and from there went to look for the register's land, as it was called in the neighborhood, and believe we found it. And, now, from examining the different entries on the maps of survey, I think it the very land we looked at, and which Mr. Jones was offered by either the register or receiver, if not the southeast quarter, section twenty-seven, and northeast quarter, section thirty-three, township ten, range four east, must lie very near it. Samuel Gwin was the register and George B. Dameron, receiver, when one or the other offered the above land for sale. My impression at this time is that the land offered Mr. Jones, and which we went to examine, lay in the same section, but of this I cannot be very certain, as I have not had the numbers of the land, and am influenced principally by the neighborhood in which it lies.

Propounded 17th June, 1834.

ELISHA LOTT *(of Lott's Mills).*

Sworn to and subscribed before me, this 17th day of June, 1834.

A. B. SHELBY, *J. P.*

WILLIAM S. JONES.

This deponent is well known, being the proprietor of Lott's mills, Copiah county, Mississippi.

[See the answer of Thomas L. Sumerall, to interrogatory eighteenth, propounded by him.]

No. 11.—Ramsey M. Cox's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Ramsey M. Cox,* a citizen of Madison county, State aforesaid, called and examined as a witness, touching the transactions of the officers of the land office at Mount Salus, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Did you ever purchase any tract or tracts of land of the register and receiver of the land office, at Mount Salus, and did you pay the money; or in what manner did you make the purchase; did you receive a deed for said land, or did you receive a bond for title? If so, state all and every particular of said transaction, and who were the officers that sold you said land.

Interrogatory second. Do you know, or have you any reason to believe, said land did not belong to said men that sold it to you, and did you ever receive a deed from them? State every further particular of said case or cases.

Propounded 11th June, 1834.

WILLIAM S. JONES, *Commissioner.*

STATE OF MISSISSIPPI, *Hinds County:*

This day, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Ramsey M. Cox, who being first duly sworn, saith he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions of witnesses in cases of frauds on the public lands, &c., &c.

Answer to first interrogatory. A gentleman informed me Mr. Dameron and Gwin owned some valuable land, lying near some he, (Mr. Harper,) owned; and they, (Dameron and Gwin,) had requested him to sell it for them. I went up and looked at the land, and came on down to purchase it. I asked Messrs. Dameron and Gwin, the receiver and register of the Mount Salus land office, if they owned the southeast quarter, section twenty-seven, township ten, range four east, and the northeast quarter of section thirty-four, same township and range. This was about the 15th of December, 1832. They told me they owned said land. I asked them what they would take for said land; they said seven hundred dollars; I asked them about the time of payment; they offered to take one hundred and fifty dollars in cash, and the balance in equal payment, half in three months, and the other half in six months. I agreed to do it. I paid them one hundred and fifty dollars down. They did not take my notes, but gave me their joint bond, and both of them signed their own names to it; and in said bond it was agreed that when I paid the amount that would be due in three months, and also the amount that was due in six months, they or their heirs, executors, &c., were to make me a title to said land above described. I then told them I wanted to enter a half-eighth adjoining. They told me to go and make affidavit before Esquire Bond, before I could enter it. I did so, and when I came back I asked them for the certificate for it. They said it did not matter about that, they would include it in the bond, and could so arrange it, that the patents would come out in my name. I agreed to that, it was included in the bond, and I paid them in cash fifty dollars, the

*See interrogatories 12 and 13, to Thomas L. Sumerall, and his answers thereto; also, see the testimony of Elisha Lott, *in toto;* and also, interrogatory 18, to Thomas L. Sumerall, and his answer.

government price of said half-eighth. I did not examine the maps, and do not know whether said half section above described, was marked sold upon the maps of the office or not. I did not meet the first payment as it fell due, and when the last payment was about due, I sent them my note, endorsed by Goorey and Bryant, payable in the United States' Bank at Natchez, at four months, for five hundred and seventy dollars, for which I received a receipt signed by George C. Dameron. Some time afterwards I saw Samuel Gwin, on his way to Chocchuma, and he told me the note I had sent them was not discounted. I told him I would make some arrangements, and would pay it in a short time. He said Mr. George C. Dameron attended to his father's business since his death, and told me to arrange it with George C. Dameron. The first time I came down I did not see George C. Dameron. He was from home; I saw him on the 20th February, 1834, and told him I wanted a title to the land I had bought of his father and Gwin, and showed him their bond for title, and told him I was then ready to pay the balance for said land. He said his father and Gwin did not enter it, but that he himself had entered the land in his own name. He said if I would pay *him*, he would make me a title to the four-eighths, but he could do nothing with the half-eighth. I then came to the office with George G. Dameron, and he said the half-eighth had been entered by Thomas Griffin. George C. Dameron then deducted the fifty dollars for said half-eighth from what I was to have paid, and I paid the balance; and he gave me a memorandum that he would make me a title to said four-eighths. Said forty acre piece, which he said belonged to Mr. Griffin, was marked sold on the maps of the office at that time, 20th February, 1834; but no trace of its entry can be found in any other book of the office, and Mr. Griffin, some time in April last, deposited the money for said land.

Answer to interrogatory second. Said land did not belong to said George B. Dameron, and Samuel Gwin, receiver and register of the Mount Salus land office, at the time they sold me said land, which was about the 15th of December, 1832; for in fact Georg C. Dameron entered the very same land on the 11th September, 1833, in his own name, and I have not yet got a deed from any person for said land. I gave up the bond from said Dameron and Gwin, to George C. Dameron, and he gave me a receipt for the payment of the money for the said lands, and included in said receipt a memorandum that he would make me a title to said four eighths. He would have transferred said land to me in the register's office, had the register not been absent on the day I paid him.

RAMSEY M. COX.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSON, *J. P.*

My personal acquaintance with this deponent is limited, yet I am perfectly well acquainted with his general character, and happy to state that he is a man of *uncommon* firmness, and is *noted* for his truth and veracity. The distance he resides from this place prevents getting certificates from his personal acquaintances. I have seen some of the papers which he received in the negotiation, and am informed by the honorable James Scott, that this deponent exhibited the bond for title from Dameron and Gwin to him, and received his advice how to proceed in this affair. Judge Scott says the bond was good and perfect in every respect, and that the name of George B. Dameron was in his own handwriting, but that he is not so well acquainted with the signature of Samuel Gwin, and gives no opinion as to his.

WILLIAM S. JONES.

JUNE 21, 1834.

VERNON, *Madison County, Miss., June* 18, 1831.

We are acquainted with Ramsey M. Cox, and consider him a man of truth and veracity, and full faith should be given to his testimony.

LEWIS CAMPBELL,
EDWARD SMITH,
E. P. MANIFEE,
C. L. WATSON,
WILLIAM K. STONE,
OSCAR J. E. STUART.

Received June 23, 1834.

No. 12.—Seneca Pratt's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Seneca Pratt, a citizen of Hinds county, State aforesaid, called and examined as a witness, touching the conduct of the officers of the several land offices, in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you know, or have you any reasons to believe, that any of the officers of the Mount Salus land office, did ever themselves mark, or permit any other person to mark, any tract or tracts of land upon the maps of survey of said office, as sold, or with any sign or mark, intended to induce inquirers for vacant land to believe that said tract or tracts thus marked was sold; when, in truth, said land thus marked was not sold, and the government had not received a credit for the purchase money? If so, state the particulars of the case or cases, and everything relating to it or them.

Interrogatory second. Do you know, or have you any reasons to believe, that any of the officers of said office ever agreed to secure for applicants for vacant land, the land thus applied for, with the expectation or agreement of receiving a premium or bonus, in the form of interest, for delay of payment; and further, that said officer or officers ever received any compensation for securing vacant lands for applicants, for delay of payment of the purchase money, and then afterwards received the purchase money and interest for said delay of payment? If so, state what officer or officers thus acted, and whether the receiver's receipt for the payment of the purchase money was dated on the day said officer or officers agreed to secure said land for such applicant, or whether said receipt was dated on the day said applicant and actual purchaser paid said purchase money, and when said purchase money was placed to the credit of the government?

Interrogatory third. Do you know, or have you reasons to believe, any register of said office has ever permitted any person applying for land marked sold, but which, in truth was not sold, to purchase land thus marked sold, without waiting to receive instructions from the Commissioners of the General Land Office, permitting said tract or tracts of land, thus marked sold, to be entered by said applicant; and

also, if you have ever known, or have reasons to believe, that any of the officers or their deputies showed partiality or favoritism towards any person or persons, and not acting towards all men alike, in their official characters?

Interrogatory fourth. Have you ever known, or have you reasons to believe, land has ever been marked sold, or with any other mark intended to represent it sold, when the receiver's receipt for the payment of the purchase money had not been given, but the application, or the evidence of having bargained for the land, with the register, had only been had, and deposited with one of said officers, with an understanding, that if said land was applied for by another person, the officer or officers were either themselves to pay the money for it; or say the person had money on deposit, or get some other person to advance the money?

Interrogatory fifth. Do you know of any malconduct on the part of any register or receiver of said Mount Salus land office? If you do, state particularly all you know of any such malpractice. This interrogatory is made to you, from your knowledge of the land laws of the United States, and the duties of these respective officers.

Propounded 18th June, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

Answer to interrogatory first. Being employed by the receiver to assist him in writing, and the offices, both of the register and receiver, being in the same house, and part of the time in the same room, I have sometimes, in the absence of the register, filled applications for applicants. I have sometimes, through mistake, marked land as sold which was not sold, and have known the register to do the same. I have never known the register intentionally mark land as sold which was not sold; nor have I known any other person to do so, although I have no doubt it has often been done without the knowledge of the register. In many cases where money has been forwarded to the officers by letter, and the business of the office was pressing, the letters were opened and the money deposited in the strong box, the applications were made out and enclosed in the letter and left also in the box, and the land marked as sold. Sometimes, perhaps, these letters would lie for weeks, through inadvertency, before the regular certificates were made out, and sometimes the applicant would request that they might be retained until called for. In other cases, where the eighth applied for exceeded eighty acres, and the money remitted was but one hundred dollars, the officers not willing the applicant should lose the land applied for, the land has been marked as sold, and the certificates withheld until the applicant could be informed of it, and have time to remit the balance.

Answer to interrogatory second. The register and receiver have conjointly, in a few instances, received compensation for entering lands. Whether the receipts in these cases (which I cannot now state) were made out at the time of the application being made I could not know, as I had nothing to do with the private concerns of the officers. I have often known the officers applied to to enter (or as the applicants would express themselves, *save*) lands applied for, and have often known them to refuse to do so. The officers did sometimes enter land with their own funds.

Answer to interrogatory third. I have never known the register permit any person to enter any land marked as sold. I have, however, known persons to contend that they had the right to enter lands, even knowing that they were sold, and that the register could not refuse to allow them to place their application where they pleased, and that the risk was their own, and if disposed to place their money on lands already known to be sold, that the register could not prevent them. Partiality or favoritism has never been shown, to my knowledge, in the office.

Answer to interrogatory fourth. Of cases referred to in this interrogatory I have no recollection. If my recollection is not at fault, money has been deposited in the office for lands, the applications and receipts made out, but not numbered or dated, with the express understanding that should any person apply for the lands before their return, (as they wished to examine the lands,) that the entry should be closed and considered final, but reserving to themselves the privilege of withdrawing the money, in case no one should apply for the land during their absence examining it; and also if the land should not answer their expectation. In these cases I have never understood the land marked as sold.

Answer to interrogatory fifth. This interrogatory is predicated on my general knowledge of the land laws. I have never read but few of the land laws, and have never taken any pains to inform myself on them, except so far as to enable me to understand the manner in which the books were required to be kept, and the returns to be made out. This was my business while in the office, and to this my attention was particularly directed. I have no knowledge of any malconduct of either of the officers while I was connected with the office, (which was from the last of June to the last of December, 1832.) The officers always appeared to be extremely solicitous that everything should be done with the most scrupulous exactness; and their only anxiety was to do everything to the satisfaction of government, and the accommodation of the purchasers of public lands.

SENECA PRATT.

Sworn to and subscribed before me, this 18th day of June, 1834.

A. B. SHELBY,
Justice of the Peace, Hinds County, Miss.

No. 13.—Joseph D. Peebles' testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Joseph D. Peebles, a citizen of said county, called as a witness, by virtue of a commission which issued from the Committee on Public Lands, of the honorable Senate of the United States, touching transactions at the land office at Mount Salus, in said county.

Interrogatory first. Have you any knowledge or information of the fact that public lands have been at any time marked as sold, or by a sign or mark which was understood by the officers and purchasers of land to represent it as sold, on the public maps of lands in the register's office at Mount Salus, when, in fact and in truth, said lands were not sold, and the government not paid therefor? If you are so informed, state fully all you know on that subject, and when such transactions occurred, and who was register of said land office at the time.

Interrogatory second. What mark or letter is used by the registers of the land office at Mount Salus,

on their public maps, to designate the lands which they have sold for the government; and does not the existence of such a mark or letter on the maps induce subsequent inquirers for the purchase of said land to view it as sold?

Interrogatory third. Do you or do you not know, or have you reasons to believe, that the officers of the land office at Mount Salus, at any time or times, showed favoritism or partiality to one purchaser over another in the purchase of public land at said office? If you so believe or know, state the grounds of your knowledge or belief; and state also what officer of said office so acted; and whether or not you have reasons to believe he was interested with the purchaser to whom favoritism was so extended.

Interrogatory fourth. Did you and Dr. Wm. M. Gwin, brother of Samuel Gwin, who was then register at Mount Salus, visit together the Mississippi river in search of valuable vacant land? If you did, state whether or not Samuel Gwin, register, agreed to mark on his maps, as *sold*, lands which you and Dr. Gwin expected to purchase, prior to your seeing said lands, or prior to your purchase of them in fact? State fully the conduct of said Samuel Gwin in regard to said lands, and your application for the purchase of some part thereof, on your return from visiting them.

This 9th June, 1834.

WILLIAM S. JONES,
ISAAC CALDWELL,
Commissioners.

HINDS COUNTY, *June* 9, 1834.

We are well acquainted with the foregoing named witness, Joseph B. Peebles. He is a planter of this county, of high respectability and unquestionable veracity.

ISAAC CALDWELL,
WM. S. JONES,
Commissioners.

HENRY G. JOHNSTON, *J. P.*
J. B. MORGAN.

See the Hon. C. C. Clay, of Alabama, for the character of this deponent.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry C. Johnston, a justice of the peace in and for said county, Joseph D. Peebles, a witness called forward by virtue of a commission from the Committee on Public Lands of the honorable Senate of the United States, to testify in relation to transactions in the land office at Mount Salus, Mississippi; and the said Peebles being first duly sworn to make full and true answers to the annexed interrogatories, propounded by the commissioners herein, at the land office in Clinton, answered as followeth:

Answer to first interrogatory. I know that five-eighths (lots) of ground, on the Mississippi river, were marked sold on the register's maps, at the Mount Salus land office, when they were not sold, and they remained thus marked and unsold for several months. They were marked with the letter S. Samuel Gwin was the register of said office, and did himself mark said land as above, under circumstances that he knew it was not sold, they being intended for my use, but were subsequently entered by William M. Gwin, in the name of Harry Hill, of Nashville, Tennessee. This land was entered, I think, something more than a year ago, I think in March, 1833, but I am not certain as to dates.

Answer to second interrogatory. The letter S is used on the maps of said office to denote land that is sold, and subsequent inquirers for vacant land would believe land thus marked was sold.

Answers to third and fourth interrogatories. I think Samuel Gwin, the register, was partial to his brother in entering land. Dr. William M. Gwin, brother of said Samuel Gwin, and myself visited land on the Mississippi river, for the purpose of finding valuable vacant land; and after we had found lands vacant that suited us, we agreed that he was not to enter any land above a certain township line, nor was I to enter any below said township line. The line between township eighteen, range two, east, and township nine, range eight, west, I was permitted, after going with said line to a certain lake, about two miles from the Mississippi river, to enter below said township line, as the lake might run. William M. Gwin and myself returned to Clinton (in which the land office is situated), and I entered some land. After I had been to look at said land a second or third time, Samuel Gwin, the register, marked five lots of it as sold, when it was not sold, for my benefit, till I could get the money to pay for it. Some time afterwards, when I was about leaving for New Orleans, I applied to Major Dameron, the receiver, to borrow the money to pay for said land, thus marked, for two weeks, till I could return from New Orleans. He at first agreed to lend me the necessary sum, five hundred dollars, but he then said, perhaps he might wish to make a deposit before my return, and told me to take out applications, and deposit them in his strong box, and it would do as well as paying for the land. When I returned from New Orleans, I came into the office to pay for said land thus marked. Major Dameron asked me, if there was nothing between me and William M. Gwin. I told him there was not. Dameron told me then, William M. Gwin had entered the five-eighths marked for my benefit. I then asked him if said Gwin had no applications out for land that were not paid for. His answer was, he had thirty odd, and that he had forty-five hundred dollars on deposit in his strong box to pay for it. I then asked him, if he would take some money on deposit for me. He said he would. I then deposited twelve hundred dollars with him. I then asked him if he would bid against me for the land, for which William M. Gwin had taken out applications. He said he would not. In two or three days afterwards I applied to Samuel Gwin, the register, for twenty lots, for which his brother had taken out applications, which were marked sold, but were not paid for. He asked me where I wanted them. I told him to turn to the maps, township eighteen, north range, two east. I then applied for the south half of section nine. He told me it was entered. I told him it was not; but the applications were only in Dameron's strong box, and the land was not paid for. He said the money was on deposit, if it was not. I then told him I had money in deposit too, and *made* him give me applications for it. I then applied for the south half of section six, same township and range. He also said that was sold. I told him it was not; and he wrote three applications of it, and commenced the fourth, and stopped, and told me, if I would not enter these lands, that he would burn the receipts for the five lots his brother had entered in the name of Harry Hill, of Nashville, Tennessee, as above mentioned. I told him I only wanted what was right; that I would put up with the three lower lots of the land

entered in said Hill's name. He then went with me to Dameron's box, and got the receipts out; and three of them for the lower lots I wanted he burnt; and I then entered said three lots, and got the receipts in my own name. This is about all I know.

JOSEPH B. PEEBLES.

Sworn to and subscribed before me, this 9th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

No 14.—H. Walker's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Herrin Walker, a citizen of Hinds county, State aforesaid, called to be examined as a witness, touching the transactions of the officers of the Mount Salus land office, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge, or have you any reason to believe, either the register or receiver at Mount Salus, has been interested with any person in entering or purchasing any tract of land intended for the emolument of said officer, when he himself would not enter the land? If so, state the case or cases, what officer was so interested, and every particular of said case or cases.

Interrogatory second. Have you any knowledge, or have you any reasons to believe, that either of said officers has marked lands upon the maps of survey as *sold*, when in truth he knew it was not sold; and if he represented said land thus marked as *sold*, when applied for by other person or persons, who wished to purchase it and pay the money for it? If so, state the particular case or cases, and every particular of it or them.

Propounded 10th June, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

The answers of Herrin Walker to interrogatories propounded to him by the commissioners appointed to take testimony in relation to transactions in the land office at Mount Salus, Mississippi, by virtue of a commission from the Committee on Public Lands, of the honorable Senate of the United States, taken before H. G. Johnston, Esq., justice of the peace of Hinds county; said Walker being first duly sworn true and full answers to make to the annexed interrogatories propounded to him, answers as follows:

That early in last year he, said Walker, applied at the land office at Mount Salus, to enter an eighth of land in Madison county. That he called at the land office and saw Colonel Samuel Gwin, register, and apprised him of his wishes, but candidly told him he had not then the money to enter it. Said Gwin told said Walker that the receiver of public moneys was then absent, but said Gwin told him if he would agree to take in a partner in the entry of said land, he could get it; and said Gwin then told him that he would enter the land in their joint names, and so secure it to him, and that he might rest satisfied. That some time afterwards, and on this day, on examination, the said Walker finds that said Gwin did not enter said land, but that the same was entered in the name of a Mr. Green, and this affiant defeated in the advantages of the contract he had made with said Gwin. And further this affiant knoweth not.

HERRIN WALKER.

Sworn to before me, this tenth day of June, 1834.

HENRY G. JOHNSTON, *Justice of the Peace.*

CLINTON, *June* 16, 1834.

We are well acquainted with the above Herrin Walker, and know him to be a man of truth and veracity, and full faith should be given to his testimony. IRA E. WILLIAMS.

15.—Jacob Williams's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Jacob Williams, a citizen of Hinds county, State aforesaid, called to be examined as a witness, touching the transactions in the land office at Mount Salus, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge that the register, or receiver at the Mount Salus land office, has at any time sold land otherwise than for cash, and if so, have they taken the promissory note of the purchaser payable at a distant day, including, in said note, interest for delay of payment for their own benefit? If so, state the case or cases, what officer or officers thus sold land, the time given for payment of said note, the rate of interest charged, and every particular of said case or cases.

Propounded the tenth day of June, 1834. Given under my hand and seal.

WILLIAM S. JONES, *Commissioner.* [SEAL.]

STATE OF MISSISSIPPI, *Hinds County:*

This day Jacob Williams,* of the county and State aforesaid, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, and said Williams, being first duly sworn, deposeth and saith, that he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioners appointed by the honorable Senate of the United States, through their Committee on Public Lands.

Answer to first interrogatory. About the first of August, or thereabouts, 1832, I applied to Samuel Gwin, the register at the Mount Salus land office, and told him I had understood that he was in the habit of saving land for people, at a small interest; that I wanted some land, but had no money, and wanted him to save it for me. He said he would see Mr. Dameron, the receiver, that they were together, and whatever they agreed on they would do. They mentioned it to each other in my presence, and agreed to

* See interrogatory eighth to Thomas L. Sumerall, and his answer thereto.

do it. I told them I wanted them to save me two eighths, and two forty acre pieces, making three-eighths. They asked me how long I wished them to wait with me for the money. I told them if I could sell a negro girl I had for sale, I could pay them in three months. They then asked me what I was willing to give them. I told them I was willing to give them thirty dollars, and would pay them in three months if I could sell said negro girl; but if I could not sell the negro girl, I should want them to wait a little longer, and I would be willing to give them a little higher interest. They agreed to that. Then Samuel Gwin sat down to draw the writings, and said, "Well, Williams, as you and I were friends in the war, I will not be so hard with you, I will take twenty-five dollars." I then showed him the numbers of the land. He then made out the certificates for the land, and I signed my name to them. Mr. Gwin then drew two notes, both making the sum of three hundred and twenty-five dollars; three hundred dollars being for the land, and twenty-five dollars for the interest. The interest was not included in a separate note, but the amount of said three hundred and twenty-five dollars was divided into two notes, the exact amount of each one separately I do not recollect; but both made the sum of three hundred and twenty-five dollars. I think the notes ran in this manner: "Three months after date I promise to pay Gwin and Damaron," &c., &c., attached to each note; and on the same paper was a little memorandum, if I did not pay said notes as agreed on, it was to be optional with them whether they would let me have the land or not. I one day, some time afterwards, stepped into the office, and Mr. Dameron said to me, you are selling beef here, suppose you let me have some in the way of paying for the land which you owe us. Whenever you come in let me have beef, and I will credit your note, which will be the same as the cash to you. I said, whenever I bring in beef I will let you have some; you credit my notes, and it will answer me as well as the money. I accordingly let him have beef at several different times. I at length became suspicious from hearing a few words spoken in my neighborhood, and thought the money for one of the eighths had been deposited in the office. In selling some beef to Mr. Hall, we were speaking of the scarcity of money, and he said he could recommend me to a man from whom I could get almost any amount of money I might want, at a per cent. He told me to go to Wm. S. Jones, of Clinton. I went to him, and he agreed to let me have some money. I then came down to the office, and told Messrs. Dameron and Gwin I was going to pay the money and lift one eighth and a half of the land. They then asked me if I had got any person to assist me about the land. I told them I had, and they called him Doctor Jones. They then consulted together. Mr. Gwin then turned round and said, you have paid me nothing; I do not like to give up the land till I get more interest. I then asked him how much he wanted. He said, as crumbs are going pretty plenty, I must have some too; you must pay me sixteen dollars to-day, if I consent to let that part of the land go. I then said, Mr. Gwin, I have not got the money in hand to-day; but, says I, I have got Mr. Jones to take half the land, and assist me about it, and I will pay you the sixteen dollars to-morrow. He said, well, your word is good for it, we will wait till to-morrow. Well, says I, I will come down in a few hours with Mr. Jones, and you shall have the money for the land. Late in the evening Mr. Jones and myself came down. Mr. Gwin was absent. I applied to Mr. Dameron for my notes and certificates. When I applied to him for them, he said, Mr. Williams, I do not know anything about your papers. Know nothing about them, Mr. Dameron, why not long since I told you I was going to pay you the money, said I. Says he, I don't know that you have any papers here; if you had, I expect they are torn up, I know nothing about them. Said I, Mr. Dameron, I gave you and Mr. Gwin my notes, and I signed the certificates, and you have credited the notes with what I have let you have, and, says I, you must get my notes, I must know what has become of them, they are out. Mr. Jones and myself then got up and started out of the office. Mr. Dameron then got up, and said, Mr. Williams, come back in the morning, I will make due search, and I expect all will be right. In the morning, Mr. Jones and myself, after the office had opened, came to the office again. Mr. Dameron then said to me, Mr. Williams, all is right; here are your papers and notes. I then asked for the certificates for the land Mr. Jones was going to enter for me, and told them to credit the notes with the amount of money Mr. Jones was going to pay. They then tore up the certificates for the land Mr. Jones was going to enter. Mr. Jones then entered one eighth in his name, and paid for the forty acre piece which was entered in my name, and I transferred it to him in the office. Mr. Jones and myself then went to his office, and reduced our contract to writing. I then returned back to the office, and paid them the sixteen dollars interest, as agreed on the day before. I gave them the money, and said, credit my note. Mr. Dameron looked in his box, and found the notes, and said to Mr. Gwin, I have lost fifty dollars; Mr. Gwin laughed, and said, I cannot help that; Mr. Gwin then said, you might as well not have applied to any one else, and let us have gone on with your business. Says he, Jones will skin you tighter than we would; he is a skinner. Mr. Dameron then said, I would not have made the offset about the notes, if Jones had not been in the office, I did not want him in. Says I, Mr. Dameron, I am sorry I got a gentleman to come into the office, who injured your feelings. I had got him to assist me about my land. He said he did not want Jones to know anything he was doing in the office, he did not like him, and did not want anything to do with him. I then said, Mr. Dameron, I am willing to pay you interest. If you think there is the least difficulty about your saving the balance of the land for me, I will return to Mr. Jones, and get him to save it for me, I might as well pay one man interest as another. Mr. Dameron then said, Mr. Williams, there is not the least danger on earth; we can save your land, and you can pay us along as you get the money. Before my crop came in, I handed them over twenty dollars; about the last of October I came to Clinton, and found that Mr. Dameron had died, and that Mr. Gwin had left the office. I then went to Mr. Dameron's widow, to ascertain what had become of my notes, and the certificates for the land. She could give me no information about it, but told me to apply to her son, who had done business in the office, and perhaps knew about it. I then applied to young Mr. Dameron, he said he knew nothing about it; but when I came in the next time, he would try and ascertain, and would give me an answer. He then, at the next time I saw him, told me he could say nothing about it. He asked me how much money I had paid his father, I told him; he said I should not lose the land, and if I did, he would make it good. He said he had asked Mr. Gwin about it, and he knew nothing about it; but that I should lose nothing by it. I have not yet heard anything of my notes, or the certificates; but young Mr. Dameron paid me, not a great while since, the twenty dollars I had paid his father. He then requested me to say nothing about it, and said he could not find either the notes or certificates, and stated he would give me a receipt against the notes. In December last, I saw Mr. Jones again in Clinton. He asked me if I had got the land Mr. Gwin and Mr. Dameron had agreed to save for me. I told him I could hear nothing of the certificates or the notes, but that young Mr. Dameron had told me I should not lose the land. Mr. Jones then told me, it was his opinion, said land was yet vacant, though it might be marked sold, on the maps of the office.

I then asked him, if he could save it for me. He told me he thought he could. We then found said land marked sold upon the maps of the office, but its sale could not be traced to any book in the office, nor could there be found any entry of its having been paid for to the government. We then deposited money for said land, (after having obtained the certificates,) till the register could get instructions from the Commissioner of the General Land Office, permitting its entry. The register this morning told me, he had not yet found any trace of said lands being entered. The eighth and a half entered for me by Mr. Jones, in January, 1833, and which Messrs. Gwin and Dameron had agreed to save for me, three or four months before that time, is west half, southeast quarter, section twenty, township seven, range three west, and the north half, east half, northeast quarter, section twenty-nine, same township and range, and the other land which they also agreed to save for me, and which in said January, 1833, they further continued to save for me, but which in December, 1833, was only marked sold upon the maps, and for which Mr. Jones has deposited money for south half, east half, southeast quarter, section twenty-one, township seven, range three west, and the east half, southeast quarter, section seventeen, same township and range, all subject for sale at the Mount Salus land office. Geo. B. Dameron was receiver of public money, and Samuel Gwin was register at said Mount Salus land office, when I contracted with them to save said land for me, and which they did not save, though they often told me they had saved, and received some of the money, which young Dameron has paid back to me. This is about the whole of said transaction, as well as I now can remember. Given under my hand and seal, this the 10th day of June, 1834.

J. C. WILLING. [SEAL.]

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

Full faith should be given to this testimony, as the most of it occurred under my own knowledge, and was the first case in which I infer any malconduct on the part of the officers, which was from my own observation.

WILLIAM S. JONES.

No. 16.—John S. Gooch's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to John S. Gooch, a citizen of Madison county, State aforesaid, touching the transactions of the officers of the land office at Mount Salus, State aforesaid, called and examined as a witness, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you at any time known of either the receiver or register bidding for land, either in person, or through an agent, when another person applied for the said land? If so, state the case or cases, and every particular relating to them.

Interrogatory second. Have you known any land marked upon the maps of survey as sold, when in truth it was vacant? If so, state the case or cases, and every other particular relating to them?

Interrogatory third. Have you ever known of any instances in which any person purchased land of the government without paying the money at the time of the purchase? If so, state what officer granted such favor or favors, and everything relative thereto?

Interrogatory fourth. Have you ever known either of the officers of the Mount Salus land office, entering land for any person, and waiting any time for the money? If so, state every particular.

Propounded June 11th, 1834.

WILLIAM S. JONES, *Commissioner.*

STATE OF MISSISSIPPI, *Hinds County:*

This day, personally appeared before me, Henry G. Johnston, an acting justice of the peace, for said State and county, John S. Gooch,* who, being duly sworn, saith, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioners appointed by the honorable Senate of the United States, through their Committee on Public Lands, to take depositions, touching frauds on the public lands.

Answer to first interrogatory. On the 26th of August, 1833, I applied to the register of the Mount Salus land office, to enter eight eighths of land, the applications for which were given me by Mr. Sumerall, the register; and when I went into the receiver's office to pay the money, George C. Dameron, who was on that day acting as receiver, said he had had money sent to him by Joseph Dunbar, to pay for said land, and he insisted that the land was entered for said Dunbar, as the applications had been taken out and the money was in the hands of the receiver. I insisted for the land, and Mr. Sumerall, the register, concluded to put it up to the highest bidder. I first bid one cent over government price; Dameron then bid one cent over me. I then asked him if he was authorized to bid. He made no reply. I then made one more bid; Mr. Sumerall then knocked off the land to me, and I obtained it.

Answer to interrogatory second. I do not.

Answer to interrogatory third. I have. I know that on two occasions, I wrote to Samuel Gwin, while acting as register of said office, (Mount Salus,) to enter me some land, and requested him to send me the receiver's receipt for the same, which he did, and held my letter as a voucher for the money, which I paid him in a short time. I do not know whether he used his own funds, or what arrangement he made about the payment of said land for me, I paid no interest to him for doing it.

JOHN S. GOOCH.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

No. 17.—Patrick Sharkey's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Patrick Sharkey, a citizen of the county and State aforesaid, called and examined as a witness, touching the conduct of the officers of the several land offices in the State

* Joseph Dunbar appears to have been much favored in the office. He was summoned but did not attend. See the testimony of William T. Lindsay, and interrogations ninth and fourteenth to Thomas L. Sumerall, and his answers thereto.

aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you know, or have you any reasons to believe, that any of the officers of the Mount Salus land office, did ever themselves mark, or permit any one else to mark, land upon the maps of survey belonging to the Mount Salus land office, as sold, or with any mark, or sign, intended to make persons, examining for vacant land, believe that said tract or tracts of land thus marked were sold, when, in truth, they were not sold? If so, state the particulars of the case or cases, and everything relating to it or them.

Interrogatory second. Do you know, or have you reasons to believe, that any of the officers of said office, ever received any compensation for securing vacant land for applicants for delay of payment, and then received the purchase money for said land, and also interest charged them for delay of payment? If so, state what officer thus acted, and whether the receiver's receipt for the payment of said money was dated on the day such officer or officers agreed to secure said land for said applicant, or whether said receipt was dated, the day on which said applicant and purchaser did actually pay said purchase money and interest.

Interrogatory third. Were you at the recent sales of public lands at Chocchuma?

Interrogatory fourth. Was there at said sales a combination of persons for purchasing land, who united for the purpose of driving other purchasers out of the market, and deterring actual settlers from bidding for land on which they resided, or other lands which they might desire to purchase for actual settlement and cultivation, thereby taking into their own hands the control of the sales for their own benefit, and purchased the valuable lands at the minimum price of the government? If so, state particulars.

Interrogatory fifth. Was there any written agreement showing the intention of said company, and their designs? If so, state them.

Interrogatory sixth. Was there any agreement between said company and the actual settlers to prevent competition in bidding, or was there any understanding to that effect, so the actual settlers were to have a certain quantity of land at the price it cost said company, and for all other land the settlers wanted they were to pay said company a higher price? If so, state the particulars.

Interrogatory seventh. Did the speculators, after the public sales were over, offer lands so purchased by them for sale at augmented prices, and were these lands purchased by persons attending the public sales, at the prices put on them by the speculators or their agents, and if so, what price per acre, estimating the highest and lowest qualities, did they receive for land so purchased? State particulars.

Interrogatory eighth. Did land, in general, after said company had been formed and commenced buying, bring as good prices as before the existence of said company? and if so, was said land purchased by said company because the settlers and others wishing to buy had purchased as much as they wanted, or were the other persons wishing to buy deterred from bidding? State the particulars, and also the price land brought before the company commenced buying, and also what it brought after, and while the company were buying.

Interrogatory ninth. Has said company large bodies of land now in the market, which they purchased at one dollar and twenty-five cents per acre; and if so, what amount of land, according to the best estimate which you can make, yet remains unsold, and what is the price to which it is limited, including lands of best quality and those of an inferior quality?

Interrogatory tenth. What amount of money do you suppose was vested in lands by said company at said public sale?

Interrogatory eleventh. What would be a reasonble estimate of the loss sustained by government at said public sale in consequence of the combination of said company to purchase land at the minimum price of the government?

Interrogatory twelfth. Do you know, or have you any reason to believe the register and receiver attending said public sale were informed, or otherwise had knowledge of the existence of said company and their object, or was the existence of said company so public and so generally known, that you can reasonably suppose they had knowledge of the existence of said company; and if so, did they aid them in their purposes, or did they, having such knowledge, interpose in their official capacity or otherwise to prevent the accomplishment of their purposes to which they combined?

Interrogatory thirteenth. Do you know, or have you reason to believe, the register and receiver attending said sales were interested in any manner with said company in their purchases, or that said register and receiver received from said company any extra compensation for land purchased by said company, or did said register and receiver show any favoritism or partiality towards said company, by requiring other persons bidding for land to *put up* the money at each bid, but did not require the persons bidding for said company to do the same?

Interrogatory fourteenth. How did said company make a division of their joint funds? Did somo of the stockholders sell out to the rest of the company, or to any individual? If so, state what persons purchased the most of the stock of said company, and also what persons continued in said company after they had purchased from all who would sell?

Interrogatory fifteenth. Is said company still in existence for disposing of their lands, or have they sold out and closed their joint business?

Interrogatory sixteenth. Do you know in which State said company was formed, and, if it was formed in this State, from what State were the persons who first started the idea of forming said company, and their names?

Interrogatory seventeenth. How many persons were interested in said company, and what were their names, or the names of as many as you can remember?

Interrogatory eighteenth. Who bid for the lands for the company, and in whose names were they generally purchased? and when said company made a sale of any land they had purchased, did they or the person in whose name it had been purchased, make a deed in fee simple, or was a transfer made in the register's office, and how much did he charge for each transfer? and what amount do you suppose said register received for transfers from said company?

Interrogatory nineteenth. Were you a stockholder in said company? If so, what disposition did you make of your share or shares? and if you sold out, what induced you to do so?

Interrogatory twentieth. From your own observation and opinion formed at the time of said sales,

do you believe said sales were managed for the interest of the government, the good of the actual settlers, and according to the strict dictates of justice, or were they managed for the benefit of speculators?

Propounded 11th June, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Patrick Sharkey, who being first duly sworn, saith he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioners appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in cases of frauds on the public lands, &c.

Answer to interrogatory first. I do not know that any officer of said office ever marked any land sold, or permitted any other person so to mark land, when said land was not sold.

Answer to interrogatory second. I do not know of any case or cases.

Answer to interrogatory third. I was at those sales.

Answer to interrogatory fourth. There was a company formed at said sales to buy land, and I presume their intention was to keep down a competition, and get land as low as they could.

Answer to interrogatory fifth. There was a written agreement. This company was to let each settle have as much as a quarter section of land on which he resided, and on which his improvement might be, at what it cost them.

Answer to interrogatory sixth. I left the sales before the public sales were over.

Answer to interrogatory seventh. Before there was a general union, one tract brought ten dollars per acre; after the union, I ran land on them as high as a few cents over seven dollars. After the company formed, land brought from one dollar and a quarter to seven dollars per acre.

Answer to interrogatory eighth. I think the company that then existed, has now no land in the market.

Answer to interrogatory ninth. I suppose about seventy thousand dollars.

Answer to interrogatory tenth. I think it probable that the government lost about twenty-five or —— thousand dollars, by said combination.

Answer to interrogatory eleventh. I believe they did; the existence of said company was so public they must have known it. Said register and receiver used no efforts to prevent the designs of said company, as I know of, nor do I know that they aided said company.

Answer to interrogatory twelfth. I do not know that the register or receiver was interested in said company, nor do I know that they received any extra compensation for land purchased by said company. In one instance, a Mr. Gold was required to put up the money for land, as soon as it was knocked off, which he refused to do, as he considered it contrary to the rules of sale, which were made known by an advertisement, and said: any person bidding off land, and not paying for it by opening sales the next day, should forfeit the land bid off, and the name of the person should be publicly cried at the door, and should not be allowed to bid any more at the sales, and the land thus forfeited, should be sold again at the opening of the sales the next day. But in the case of Mr. Gold when he refused to pay for said land, contrary to the known rules of the sale, his name was cried out immediately, and not allowed to bid any more; and the land bid off by Mr. Gold was put up again immediately, without waiting till the next day. This same land was again forfeited, and on the opening of the sales on the next day, the name of the person that had forfeited it, was not cried out so that the bidders could hear it, nor was the land called "forfeited" by the crier. I do not know who obtained said land at last.

Answer to interrogatory thirteenth. I do not know.

Answer to interrogatory fourteenth. I do not know.

Answer to interrogatory fifteenth. I think it was formed at Chocchuma, in the State of Mississippi. The company was formed of Tennesseans, Alabamians and Mississippians. I cannot tell who started the idea of forming said company. A Mr. McLemore was supposed to head the Tennesseans; M. Jamison, the Alabamians; Walker Bennett and others, the Mississippians; Mr. McLemore was the first I heard read the constitution for the company.

Answer to interrogatory sixteenth. There was said to be a hundred and twenty shares in said company; each share was one thousand dollars, and no man could own but one share. The settlers were also interested in said company, and had equal privileges with the others. I saw the name of John Lane and John A. Lane, on the agreement of the company, and believe, the names of McLemore, Bernard, Walker, Jamison, were on it; but I cannot now remember the individual names of the several persons.

Answer to interrogatory seventeenth. Walker and Jamison bid for land for the company, and were the only persons that did bid for said company, so far as I know; and the land was purchased in the name of the bidders. I believe when the company made a sale of land, the transfer was made in the office of the register, who charged, I believe, one dollar for each one, I do not know what amount he received for said transfers.

Answer to interrogatory eighteenth. I had one share in said company, which I gave to a Mr. Vick, for the sum of money I gave for it. I wished to come home.

Answer to interrogatory nineteenth. I do not think the sales are managed in the best manner for the good of the government. I think they were managed for the interest of such of the settlers as were interested in said company; and I think most of the settlers were interested in said company. I cannot say the sales were managed according to the strict dictates of justice, having before given the case of Mr. Gold. The company and the officers appeared very friendly disposed towards each other, and further this deponent saith not.

PATRICK SHARKEY.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

This deponent, Patrick Sharkey, is a man of truth and veracity.

ISAAC CALDWELL.

No. 18.—Eli Garner's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Eli Garner, a citizen of Hinds county, called to be examined, touching transactions in the public land office at Mount Salus, in pursuance of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any information or knowledge of instances where public lands have been marked on the public maps of the register of the land office at Mount Salus, in this State, as *sold*, or by a mark which was used and designated in said office, to show said lands were sold in fact, when in truth they were not sold, or so reported to the General Land Office, and when no money had been paid to the receiver of public moneys on said land? If you have, state the particular case or cases, and who was register of said land office at the time, and how said land was marked on the said maps, and for whose use it was so marked, also state the time at which such facts occurred, and every particular in regard to them.

Interrogatory second. Is it the custom in the register's office at Mount Salus, for the register to designate on the public maps the lands which have in fact been sold by the government, by putting the letter S on the particular tract sold, or otherwise on it the name of the purchaser; and would not inquirers after vacant lands at once view such marks as conclusive evidence a tract so marked was not vacant?

The within interrogatories were propounded 10th June, 1834.

WILLIAM S. JONES, *Commissioner.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Eli Garner, who being first duly sworn, deposeth and saith, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the Congress of the United States through their Committee on Public Lands, to take depositions in investigating the frauds on the public lands.

Answer to first interrogatory. I know nothing of my knowledge of any lands having been marked sold on the maps of survey of said office, and everything I know of anything of that kind is upon the information of others. Samuel Gwin, while acting as register of the Mount Salus land office, told me he had entered a certain eighth of land that lay between me and John W. Coglin. It was an eighth of land I wanted, and I concluded I would purchase it of said Gwin. Said land was not entered as said Gwin had informed me he had himself done, and John W. Coglin entered said same land last January, a year ago. I do not know that said land was marked sold upon the maps when Samuel Gwin informed me he had entered it.

Answer to second interrogatory. I believe it is the custom in the office at Mount Salus, for the register to put upon any tract of land sold the letter S, or writing the name of the purchaser on it, and inquirers for vacant land, seeing a tract marked in either manner, would be induced to believe any land marked in either manner was not vacant. Further deponent saith not.

ELI GARNER.

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

This deponent, Eli Garner, is a man of truth and undoubted veracity.

WILLIAM S. JONES,
ISAAC CALDWELL,
Commissioners.

No. 19.—John B. Pittman's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to John B. Pittman, of said county, a witness called to be examined touching the conduct of the registers and receivers of the land offices of Mississippi; in pursuance of a commission issued from the honorable Committee on Public Lands of the Senate of the United States.

Interrogatory first. Do you know of any case, at the land office at Mount Salus, where lands were marked on the public maps, in said office, as sold, or with the letter S, which is the mark of *sold*, when, in fact, the money had not been paid to the government on said land, or a receipt given for the same? If you do, state the particular case or cases, the time, and who was then register and receiver at said office?

Interrogatory second. Did or did not Samuel Gwin, whilst acting as register at Mount Salus, form a partnership with you in a steam saw mill in this county; and did he or did he not mark on the map in his office, as sold, divers tracts of lands near said mill; and did he inform you he had purchased said land? If such facts be true, state who now owns said lands, and whether said Gwin did pay in fact for them or not?

Interrogatory third. Do you know of your own knowledge, or otherwise, of the formation of a company of land speculators, at the late public land sales at Chocchuma land office, for the purpose of preventing lands selling as high as they would otherwise have sold on a fair competition in market; and also for the purpose of preventing individuals purchasing land who did not belong to said company? Or have you received information of the existence of such a company from either the register or receiver at Chocchuma? If you have any such information or knowledge, state how you derived it? And state the names of such individuals as you ascertained to belong to or form individual members of such company. Also state the average price at which the company generally purchased land at said sales; and the prices at which they afterwards sold out tracts of such land to others; and whether they so sold at a great advance or not; and whether or not the interests of the government were greatly prejudiced, in a pecuniary point of view, by the existence of such a company.

Interrogatory fourth. Do you know, or have you reasons to believe that the register or receiver of Chocchuma, were interested or concerned with any speculators in public lands, at said public land sales? If you so believe, state your reasons; and in what way they, or either of them, were so concerned.

Interrogatory fifth. Was it or was it not a fact that the register and receiver, or one of them, and which one, refused to receive the bids of individuals for lands, at said public sale, who did not belong to

the company of speculators, unless the bidder would pay down the money at the time of bidding, or before the land was stricken off? And were such requisitions made of said company or their agents?

Interrogatory sixth. Do you know whether the register and receiver, or either of them, received any extra compensation on lands purchased by said company, at said sales, or have you any reasons to believe such was the fact?

Interrogatory seventh. When said company sold any tract of land, and made a transfer in the register's office, what sum did the register charge for each transfer, and what amount of money do you suppose was paid said register by said company for such transfers?

Interrogatory eighth. Have you ever known any land represented as sold by the officers at Mount Salus land office, before the price of said land had been placed to the credit of government, and when the applications of said land had only been had from the register, and left with some person? If so, state whether said land was marked sold upon the maps of survey by either the register or any other person.

Interrogatory ninth. What was the name or names of the different persons interested in the land company at Chocchuma, and who were represented in said company by agents, and the names of such agents?

Propounded 11th day of June, 1834.

WILLIAM S. JONES, *Commissioner.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, John B. Pittman, who being first duly sworn saith, he will true and faithful answers make to such interrogatories as may be made to him by the commissioners appointed by the honorable Senate of the United States through their Committee on Public Lands, to take depositions of witnesses in case of frauds on the public lands, &c., &c.

Answer to interrogatory first. Some time in the early part of the year 1833, (perhaps in April, May or June,) Samuel Gwin suggested to me, I could make some arrangements with Mr. Dameron, the receiver, for some piece of land, that was near a saw mill in which I was interested; I accordingly mentioned the subject to Mr. Dameron, and he agreed to pay for some two or three eighths of land for me; I was of the opinion he would pay for them and I would get the land. Some time, while Mr. Dameron's bad health prevented him from attending to the duties of his office in person, I was informed said land was not in fact entered. I mentioned to Gwin, we must have that land, and he told me he had money deposited in the receiver's box, and told me to make application to Mr. Sumerall, the register, for the land; I informed Mr. Sumerall, Gwin had the money there, for that purpose, and I think Gwin informed him the same. Mr. Sumerall gave me the applications for the land, and I handed them into the clerk of the receiver's office, and informed him Gwin had money on deposit to pay for the land. The applications were laid aside, till Mr. Dameron was present to settle with Gwin; said land was marked sold after I took out the applications, but whether it was marked before or not, I do not know. Some days afterwards Mr. Sumerall told me the money had not been applied to the payment of the land, and if I did not pay for it, I would lose it. The letter S marked on each tract was then scratched off by Mr. Sumerall in my presence, as I could not then pay for it, not having the money to pay for it. At the time I made the arrangement with Mr. Dameron, he was receiver, I believe there was no register, Mr. Sumerall was the register afterwards, and Dameron receiver.

Answer to interrogatory second. Mr. James D. Cage and myself were erecting a saw mill in copartnership. Samuel Gwin purchased out Mr. Cage's part, and became a partner of mine in said saw mill, but whether Gwin was acting as register of the Mount Salus land office or not, at that time, I do not know, but I rather think he was not. I do not know that Gwin ever marked any land near said mill, when it was not sold, and he never told positively he had paid for any of it, and the only reasons I have to believe said land was purchased before it was, are detailed in answer first.

Answer to interrogatory the third. I was not at the Chochuma land sales, and know nothing of said company, only from hearsay. I once heard Samuel Gwin, the register, say his troubles at said sales had been much increased by said company.

Answer to interrogatory fourth. I do not know that either was interested by said company.

Answer to interrogatories fifth, sixth, seventh. I know nothing about.

Answer to interrogatory eighth. I know of none except those stated before.

Answer to interrogatory ninth. I know nothing of my own knowledge.

JOHN B. PITTMAN.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *Justice of the Peace.*

No. 20.—Deposition of John T. Hammond.

John T. Hammond was next called, sworn, and examined, and answered as follows, to wit:

Interrogatory. How long have you lived in the present Choctaw purchase, and how long in the neighborhood of Chocchuma and Elliot?

Answer. I came here early in the spring of 1829, before the Choctaw treaty was made. I have moved several times; but have never, in that period, resided further from Chocchuma than six miles, and most of the time near Elliot.

Interrogatory. Were you present at the land sales at Chocchuma, in October and November, 1833? If yes, how long?

Answer. I was at the sales, from the second day until the close, as well as I recollect.

Interrogatory. Were you, or were you not, in the employment of speculators, or others, previous to the sales?

Answer. Five or six weeks before the sales, I was employed by John C. McLemore and Wiley Davis to take numbers for them. I don't know who was associated with them—if any were.

Interrogatory. Do you know of the formation of any companies, or combination of speculators, or others, formed, or entered into, with the view of preventing fair competition at the public land sales, and with the view to buy, at the minimum price, the public lands?

Answer. I do not know what the intentions of others were, further than what I learned from a speech of Mr. R. J. Walker, and a paper of which he read a part; the purport of it was, as well as I recollect,

about the same that has been just stated by Captain Smith, in his testimony. He stood nearer to Mr Walker than I did. Of the other operations of the combined company, I know nothing but what I have heard others state in their testimony.

Interrogatory. Were you acquainted with James Oxberry, in the year 1830, previous to the treaty of Dancing Rabbit creek? If so, where did he live during that year, and at the time of the treaty?

Answer. He lived on Oxberry's old place, near Elliott, and made a crop with his uncle. I never was at his house while he lived there, as I recollect. Some time in the fall, whether before or after the treaty I am unable to say, he removed across the Yallabusha, to the tract of land where George W. Martin now resides, and Oxberry resides also. He told me, before the treaty (as well as I remember), that he had made an improvement on that tract of land, and claimed it as his tract of land, and as the place where he was going to move to.

Interrogatory. When did he move there? At what particular time? State of your own knowledge, before or after the treaty.

Answer. He removed there in the fall, I think, and after the treaty.

Interrogatory. Did Oxberry have a house on the Martin tract of land before the treaty? Did you ever hear him say he had?

Answer. I never was on the tract of land before the treaty, and I never heard Oxberry say he had a house there before the treaty.

Interrogatory. Did you ever hear Oxberry say he raised a crop on the Martin land in the year 1830?

Answer. I never did.

Interrogatory. Was the tract of land, on which Oxberry lived at the time of the treaty, reserved, floated, or sold? If sold at the sales, for what price?

Answer. The quarter including the plantation and houses, was sold at the sales; the price I don't know; I believe at $1.25 per acre.

Interrogatory. Were you present at Chocchuma at the time when the public land sales closed, and applications for private entries were received? If so, state the manner in which the same was conducted by the officers, as well as others.

Answer. The lands which were subject to entry were taken up, and applications received for the several townships, in the order in which they were previously offered. I think one township at a time; and a time was fixed on by the register, when he would make known all conflicting applications. There was no uniformity in the time given for receiving applications—sometimes longer, sometimes shorter. The applications were generally handed in to Mr. Gwin at the window. For the most part the people were required to stand outside of the office during the reception of applications; but I have seen applications handed in at the counter, by individuals in the house, but then, I think, the doors were not closed.

Interrogatory. Have you, or have you not, seen individuals in the office, other than the officers, at the time of the reception of applications, when the doors were closed? State to the best of your recollection. State, also, names of individuals.

Answer. I have seen individuals in the office, at the time of the reception of applications, other than the officers, when the doors were closed; Walker, Bernard, Ellis, Gilchrist, a man called Lane, and others, who were strangers to me; also, Dr. William M. Gwin, the brother of the register; also, Conley, Driver, and Gray.

Interrogatory. Did these persons, or any of them, have an opportunity of seeing and inspecting the applications handed in to the register through the window, by citizens and others, who were out of doors?

Answer. I do not know; I never saw any one look at them but himself; they were put in a small segar box, open at top; sometimes the box was in the register's hand; sometimes he would sit it on the counter, and sometimes on the table.

Interrogatory. Were any individuals associated together to divide the profits made by putting in applications, and then by withdrawing them, and bidding among the conflicting applicants?

Answer. I do not know. I saw how things were going on, and I put in two applications for land I did not want. I did this twice, and once received ten dollars, and another time six dollars, dividend. I did not like it after I done it; I felt like I had done a mean thing.

Interrogatory. With whom did you come in contact on those two occasions?

Answer. Two men by the name of Loggins, of Carol, or Yallabusha, Driver, and Bowling C. Burnett, of Alabama, and some others, whom I do not now recollect.

Interrogatory. Did those persons whom you saw admitted into the office at the time the register was taking in applications, in any instance conflict with citizens who applied for land?

Answer. When the conflicting applicants went out in the yard, to bid among themselves, I saw Walker, Douglass, and perhaps others, engaged with them.

Interrogatory. When the conflicting applications were announced, what was the language and conduct of Col. Gwin, and applicants generally? State as near as you can recollect.

Answer. Col. Gwin would read over the names of conflicting applicants, and say something to this effect: "Well, what are you going to do? Will you settle it among yourselves, or take it out here? Come, come, knock it out here, or go out and settle it among yourselves. Come, come, suppose you stand up to your fodder, and give Uncle Sam the profits; by George! suppose you come up to the fodder and let Uncle Sam have the money." This was about the manner and language of Col. Gwin on every occasion when I was present. It was so often repeated that I remember pretty well the words and the manner. He seemed rather to insist that they should "knock" it out there, (meaning bid for it) and, as he said, "let Uncle Sam have the profits." Generally speaking, the applicants would agree to let one of their applications stand, and withdraw the rest, and then go out and bid among themselves. This was the course almost in every instance that I saw.

Interrogatory. What was the conduct of Colonel Sterling on these occasions?

Answer. He did not appear to have anything to do with it, as far as I saw or know. He attended to taking the money and giving receipts, when applications were handed to him, signed by the register.

Hammond has been too sick to come in to-day to sign the above deposition, as I am informed.

S. B. MARSH.

Nos. 21, 22, 23, 24, 25, 26—Depositions of Samuel McCall, Col. R. H. Sterling, Nathan Hooker, Col. Greenwood Laflore, John Jones, William Metcalf.

On the eighth day of September, 1834, I resumed the examination of witnesses touching the frauds supposed to have been committed in and about the selling and locating the public lands of the northwest land district of the State of Mississippi, at the town of Chocchuma, under the commission to me directed by the chairman of the Committee on Public Lands.

Samuel McCall was called and sworn, and deposed as follows:

Interrogatory first. Were you employed by any land speculators previous to the sales of the public lands at Chocchuma, in October last, to search for good lands; if yea, by whom were you so employed?

Answer. I was so employed by John C. McLemore, Wiley Davis, and Hiram G. Runnels. I received my principal instructions from Runnels; and my impression was that they were associated as a company, though I saw no written agreement between them. Stephen Holt was employed by the same men on the same occasion.

Interrogatory second. Were you present at said sales; and if so, for how long a period?

Answer. I was present for three or four days.

Interrogatory third. Do you know of any combination of individuals at said sales, to suppress competition, and procure the lands at the minimum prices? If so, state the names of those so associated.

Answer. I do not know the intention of parties; in a conversation between Col. Laflore and John C McLemore, I heard John C. McLemore say he belonged to the Chocchuma land company, and that the company was useful to the settlers. Col. Greenwood Laflore said that he considered it no better than swindling. To-day I heard Hardin Runnels say he also belonged to the company, and he thought he was loser four or five thousand dollars by it, but considered it perfectly in accordance with the laws of the United States.

Interrogatory fourth. Do you know whether either Samuel Gwin or R. H. Sterling were concerned in such speculations?

Answer. I do not know that they were. Some time early in the sales, I heard Col. Campbell charge Mr. Gwin, the register, with partiality in conducting the sales. Mr. Gwin denied it; then Campbell told him that there was then there a combination or company to defeat opposition. Mr. Gwin said he did not know it if there was.

SAMUEL McCALL.

Col. R. H. Sterling was again called, and deposed as follows:

Interrogatory first. How much of his time has Col. Gwin been absent from the land office, for what periods, when, &c., since the opening of the land office?

Answer. He left the office about the 17th December, 1833, and returned some time between the first and last of February. He again left here about the 10th or 12th of March, returned late in May, and left on the 5th of June; he returned on the last of July or the first of August, and left here on the last day of August, and is still absent.

Interrogatory second. When James R. Marsh was about to apply for a certain tract of land as a pre-emption, did you or did you not hear him ask Col. Gwin to state what he understood by the words "legal subdivisions," as found in the first section of the act of 29th May, 1830, granting pre-emptions; also whether said Marsh did not inform him (Gwin) that such information was necessary to him, as the section on which he claimed was fractional, and subdivided by the surveyor general into lots, and unless he knew what sense was attached to the words, he would not know how to frame his application?

Answer. I heard the question. I do not recollect the words used by Col. Gwin in reply, but it amounted to a refusal to give any explanation as to what constituted a legal subdivision.

Interrogatory third. Is or is not Samuel Gwin hostile both to James R. and Samuel B. Marsh? When did this hostility commence, and what caused it? State minutely and fully all you know on this subject.

Answer. I believe the feelings are reciprocally unfriendly; from what particular I know not, except the circumstance of a letter which was written by Samuel Gwin to William Fanning. A copy of this letter, by some means, as I understood, got into the hands of James R. Marsh, and from thence, as I was informed by Samuel B. Marsh, it came to his hands; and I requested him to give it up to me, as it might produce unfriendly feelings if it was published. He refused to do so, saying it was a public or political document, and he would use it as such. The next I heard of the matter was seeing it published in a newspaper called the Courier and Journal.

Interrogatory fourth. Did or did not Samuel Gwin express angry and hostile feelings when he heard that a copy of said letter had fallen into the hands of said J. R. Marsh? If so, state fully what he said on this subject.

Answer. I recollect he expressed displeasure.

Interrogatory fifth. Did you do any act at the instance of Gwin in order to suppress said copy? If yes, state fully.

Answer. Gwin wished me to try and get the copy up if I could, and I went to Tillatoby, expecting to see James R. Marsh, but did not meet him. I carried a letter from Col. Gwin for James R. Marsh on the subject, as I think, but left it at Tyson's store to be handed over. I can state nothing more of the letter.

Interrogatory sixth. Independent of this letter and its history, have you, at any time, heard Samuel Gwin use language which convinced you that he entertained hostile feelings towards Samuel B. and James R. Marsh, or either of them?

Answer. From his general conversation, I am satisfied that his feelings are of an unfriendly nature.

Interrogatory seventh. How long since you were first led to this belief?

Answer. About ten months past, as to S. B. Marsh; the letter transaction was the commencement as to J. R. Marsh, as far as I know.

Interrogatory eighth. State the cause of this early hostility.

Answer. I do not know the cause independent of the letter, as to J. R. Marsh; or as to Samuel B. Marsh, further than the altercation about John Jones's application, caused in November last, which I understood was amicably arranged.

Interrogatory ninth. Did you observe any difference in the course pursued by Gwin, in relation to Samuel B. and J. R. Marsh and others, on application for pre-emption?

Answer. I don't know the motives, but the testimony in the Marshes' application is more lengthy, and will show for themselves.

Interrogatory tenth. Did or did not Samuel B. Marsh request that the land claimed by him, under the pre-emption law, should be reserved from sale until a final decision could be had thereon from the Treasury Department; what was Gwin's answer to this request?

Answer. Samuel B. Marsh did make such a request to myself and Colonel Gwin; Gwin said he would sell the land when the public sales came on, and all lands on which pre-emption was not previously allowed. I differed with him, and promised on my part to reserve this and all similar claims till an answer could be had.

R. H. STERLING.

Sworn to and subscribed before me, this 19th September, 1834.

THOMAS G. RINGGOLD, *J. P.*

Nathan Hooker was next called, sworn, and deposed as follows:

Interrogatory first. Do you know of any frauds, improper conduct, or fraudulent combinations committed, entered into by the officers of the land offices of the Chocchuma land district, or of the locating agent, or of private individuals, in and about the disposal of the public land? If yea, state the particulars.

Answer. As to the register and receiver, I never had any transactions with them in their official capacity, and know nothing of their official conduct Some time before the sale of the land at this place, I came to Elliot, to see J. W. Martin, the locating agent, and brought a map of the township in which I lived, and in which I had bought a claim of Jones Shields. I showed Mr. Martin where the dwelling-house stood, and how the plantation lay; the house was near a sectional line, on section eighty-nine, and the farm on eight, the line between the sections running near the house. I told him I wished to take a mile square, (the amount of my claim,) half out of each section. He said I would be confined to a section. He asked which section gave the house the support; I showed him section nine, on which stood the farm. He asked me if I had seen his pamphlets; I told him I had not; he handed me one, and appeared unwilling to converse with me on the subject. I believe nothing further passed, but he referred me to a meeting in Columbus, as he had no maps here. At the sales, I came to Chocchuma, and Martin came to me and asked me if I would see Sam Bell before the Columbus sales; I replied I thought I should, as Bell and I had agreed to go to Columbus together, when the land about where each of us lived was to be sold. He told me to tell Bell to go ahead or persevere, and meet him at the sales at Columbus, and told me to have my application made out by that time.

Interrogatory second. In what business was Bell engaged at that time?

Answer. Of my own knowledge I know nothing; I passed through the neighborhood, and understood he was taking numbers of lands previous to the sales.

Interrogatory third. What further passed between Martin and you?

Answer. He told me to tell Bell to go ahead, meet him at the sales, and keep everything a profound secret. In reply to Col. Martin's request, that I should make out my application, I said I did not know how to make out one, and on his recommendation I went to F. E. Plummer, who made out one for me for section eight. He received it at Columbus when I went on there, and gave me a certificate; and after the first two weeks of the sales passed, and after the township in which it was situated had passed the sales seven or eight days, and I had gone home, he set aside my location, and ordered it to be sold at public sale, and the land was bought by different persons. When I heard of his conduct I returned to Columbus, just after the sale closed, and before Martin departed; I said nothing to him.

NATHAN HOOKER.

Colonel Greenwood Laflore was next called and sworn, who deposed as follows:

Interrogatory first. Were you present at the land sales at Chocchuma, in October last? If yea, how many days did you attend said sales?

Answer. I was present on Monday, and went away on Tuesday of said sales.

Interrogatory second. Was there any combination of individuals at said sales, whose object was to put down competition, and procure the lands at the minimum price? If yea, who composed the said company? State fully all you know on this subject.

Answer. There was a company of speculators, as I was informed by John C. McLemore, of Tennessee. He applied to me to join the company, and said that if I would do so, I could get my land at government price, and it would also be the means of protecting the settlers. I refused to do so, and on the same day Gilchrist, (I think,) one of the company of speculators ran some of the land I wanted, to nine dollars per acre. When the overture was made to me to join the company, in the course of conversation, I said I considered them, the speculators, as no better than swindlers. McLemore, Gilchrist, Green, and many others, were of the company; Wiley Davis and R. J. Walker were also of the company. I do not now remember all their names; I don't know how many companies these composed, if more than one.

Interrogatory third. Was either of the officers at Chocchuma or Columbus interested in any company formed for the object stated in the second interrogatory?

Answer. I do not know.

Interrogatory fourth. Did you discover any evidence of favoritism or partiality in any officer of the United States entrusted with the locating of Indian claims, or the sale of the public lands? State fully.

Answer. I thought so in Martin's conduct, but as to others I do not know. The treaty provides that reserves shall include the residence. George Adams bought McGahey's reserve. Martin allowed him to locate a part of Cocanowah's section though McGahey's residence was two miles distant. Proof of the facts was before Martin, of Cocanowah's residence, and also of McGahey's, yet Martin allowed Adams to take a part of Cocanowah's section, which I thought arbitrary, and in disregard of the evidence. Cocanowah is an old Dutchman, with a Choctaw family, and Adams is a lawyer and district attorney of the United States. Another case: Nathan Hooker bought of Capt. J. Shields; Hooker asked Martin to allow him to locate on a farm made by Shields on a different section from that which included Shields' residence; Martin allowed the location as requested; after Hooker went away, Martin changed the location, and suffered the location to be sold, and no other reservation allowed in its place. This I thought unfair and partial; Hooker is a common citizen, and Adams a man of influence. I considered this a mark of favoritism; this I state to show Martin acted partial, and the facts speak for themselves. The lands where McGahey resided on, common poor oak land, of little value, and the land where Adams was permitted to take, was amongst the most valuable tracts of prairie in that part of the nation. Similar land is held at

from twenty to thirty dollars an acre; and Adams' claim was nine hundred and sixty acres, or a section and a half; Shields' claim held by Hooker, only a section, or six hundred and forty acres. I do not recollect of any other that came under my own knowledge, except those stated in an affidavit taken at Washington city, at the request of the War Department, to which I refer for particulars.

Interrogatory fifth. What irregularities, if any, did you observe in the conduct of the land officers at Columbus, in regard to the locating or sale of public land?

Answer. I saw nothing in the conduct of the register and receiver, (Dowsing and Harris,) that I thought improper. Colonel Martin, the locating agent, whose instructions required him to go on the land and fix reservations, I thought acted very improperly. I saw an Indian, Adam James, apply to Mr. Martin for information to know how he was to act to save his land; Martin told him if he did know his own business to leave the room, and not bother him. From information, I believe such was his conduct with many others. I believe, from his instructions, it was his duty to attend to fixing their locations himself, as the Indians were incapable of doing it themselves; but I heard Martin say, that unless they attended themselves to their own claims, it must be their loss, that he had not time to do it.

Interrogatory sixth. Had or had not Martin power to suspend the sales, in case he had not time to fix the reservations?

Answer. President Jackson told me since the sales that he had such power to suspend the sales of any portion of land when he had reason to believe the reservations were not fixed.

Interrogatory seventh. Do you know of either of the land officers being engaged in any speculation?

Answer. Not of my own knowledge, neither have I heard of Dowsing or Harris being so engaged. Mr. Harris, the receiver at Columbus, if called on, can explain Mr. Martin's conduct on the subject of dealing in public land; I know nothing except from hearsay.

GREENWOOD LEFLORE.

Sworn to and subscribed before me, this 12th day of September, 1834.

THOMAS G. RINGGOLD, *Justice of the Peace.*

John Jones was next called and sworn, who deposed as follows:

Interrogatory first. Were you present at the sales of the public lands at Chocchuma, in October last? If yea, how many days?

Answer. I was present at the opening of said sales, and remained a week or upwards.

Interrogatory second. Do you know of the existence of any combination of individuals at said sales, whose object was to suppress fair competition, and obtain the public lands at their minimum price? State all you know on this subject; state also the names of the persons thus associated.

Answer. On the opening of the sales there were three such companies present, one of this State, one from Alabama, and one from Tennessee. After the sales had progressed for one or two days, these companies united under a written article of agreement. The substance of the agreement shown to me, was that settlers who would yield their numbers up to the company, should have their improvements, not to exceed one-quarter section, at the price for which the company might give. I do not think the articles shown me prohibited bidding against the company, but the members of the company stated, that those who came in for this benefit, were not to bid against the company. I was so much displeased at the proceedings, that I did not pay much attention to the written paper. I rejected the terms, and did not bid for the land I wanted, hoping it would be passed over, and that I might get it at private entry. I thought I saw a course pursued, that I would be run on if I bid; and I declined joining in with their terms, though strongly recommended to do so by Mumford Jones, one of the company. The Mississippi company, as far as I know, were composed of Robert J. Walker, Bernard and Ellis.

Interrogatory three. Do you know whether either of the officers of the land office were interested in the speculations of the company?

Answer. I do not positively know, but understood from Mumford Jones that Colonel Samuel Gwin had put in a thousand dollars in the name of his son, or for his son's use.

Interrogatory fourth. Do you know whether William Gwin, the marshal of the United States, was interested in said company's speculations?

Answer. I do not.

Interrogatory fifth. Were you present at Chocchuma during the first two weeks after the public sales were closed, and the lands became subject to private entry?

Answer. I do not know the length of time I was here, but was present at the commencement of the private entries, and remained until the speculators had dispersed, or nearly so; the plan of entry, as adopted by the officers, was that particular townships should only be subject to entry on particular days, commencing in the order in which the lands were offered at the public sales, and I remained until they arrived at township ——, range five or six east.

Interrogatory six. Did you observe any impropriety of conduct in the speculators or the officers of the United States in these private entries? State minutely and fully all you know on this head.

Answer. I did not for some time know any fact that I can state, but saw enough to create fears that I would be as much exposed to the action of speculators at the private entries as I would have been at the public sales. The officers would not sign applications when presented, but required them to be handed in until a certain hour, and then would announce the applications that were made for the same land. The parties would then, in general, retire to an open shelter, ten or twelve steps in front of the land office, and bid among themselves and divide the profit. I happened to be standing in the office and saw Major James B. Crowder, of Carroll county, hand an application to Colonel Gwin, who laid it on the desk or drawer, containing maps; and Burnett, of Alabama, who was one of the speculators, looked at it, and took from his hat a number of blank applications, and noted down something, which I supposed to be the numbers applied for by Crowder. When the hour of announcing the applications arrived, Samuel Gwin stated that there were fifteen or sixteen applications. Crowder said to Gwin, I will give two dollars an acre for this land. Colonel Gwin said shall I cry it? Crowder replied, I am willing to give two dollars per acre; I don't care what you do or how you settle it, or words to that effect. Burnett, Anderson and Driver were all applicants; one of them said no, don't cry it; we will settle it among ourselves. All withdrew their applications but one, and then went out to settle it. When the parties differed on account of Burnett's drawing so many applications, Burnett professed to represent a good many persons who were absent; I did not see what Crowder paid them. This discovery entirely confirmed my appre-

hensions, and I determined not to submit to such extortion, and went to Samuel B. Marsh, a lawyer of my acquaintance, who had just settled in the neighborhood of Chocchuma, and informed him of what was going on at Chocchuma, and wished to know if I could not get some land to live on with my family, without going through this shaving machine. Marsh promised to reflect on the matter until next day, and then answer my inquiry. He came to Chocchuma and waited until very late at night, that he might see Gwin and Sterling alone; but not being able to do so that night, he went very early next morning to their office with me, when they were just putting on their clothes. Marsh said something against the practice then going on, and of which I had complained. Gwin and Sterling joined with him in the sentiments expressed, and Gwin said he wished to God he could put a stop to it, and that if he thought the law would justify him, he would lock up and go off until the speculators dispersed, so that the settlers might get their land on fair terms. Marsh expressed himself glad to find the officers so disposed, and said to Gwin, come with me behind the counter, and I will show you how to prevent these abuses effectually. Gwin seemed to be much pleased and went behind the counter. Marsh took from his pocket my application, and said, now sign these applications, and do it in every instance as soon as presented, and you will stop these disgraceful speculations; Gwin said he would not sign them. Marsh asked him why he would not; Gwin replied, you must put them in and let them take their chance among the rest; Marsh observed, I thought you were anxious to stop these abuses; I have shown you how to do so, and you refuse; Gwin said he had written rules on the door, and he would not depart from them; Marsh insisted that he should destroy those rules which were only designed to effect the frauds complained of, and not to prevent them; Gwin refused to do so, and Marsh then asked Gwin to acknowledge that he had then applied for me, and that there was no other application for the said land; Gwin said he would do so, and Marsh took a pen to write, when Gwin said to him you need not write anything, for I will sign nothing. Several persons had by this time stepped into the office. Marsh pulled out his watch and desired some of them to note the time of day, and that he then tendered to Col. Gwin my applications, who refused to sign them. After these facts were noted down, Marsh turned to Colonel Sterling's desk, to tender my money to him, and get receipts, when Sterling observed that the number of acres was not put down in the applications. Marsh turned and asked Colonel Gwin to give him the area; Gwin would not do so, and Wm. M. Gwin at this time stepped in, and said, I will answer for my brother, what is it you want? Marsh informed him, and he opened the maps and marked the number of acres on the applications. Marsh then turned to Sterling's desk and handed him the money; while Sterling was writing the receipts, and Marsh reading the numbers to him, Burnett, of Alabama, said to Sterling, "I want a chance for that land." He was looking over Marsh's shoulder at the time. The receipts were immediately finished and handed to Marsh, who turned round and used some very harsh language to Burnett. At this moment Colonel Gwin returned to the office, and seemingly much excited, said Marsh had acted very improperly. Marsh asked if the impropriety in his conduct consisted in rescuing me from the infamous extortions practiced on others. Wm. M. Gwin then spoke with some marks of passion, and said that if he had known Marsh's object, he should not have seen the map. Marsh used strong language against the practice then going on, and Wm. Gwin justified it. Marsh said, are you the marshal of the State, and do you give and receive hush money, and partake in the profits of these speculations? or words to that effect; I think I can say I have used almost the exact words. Samuel Gwin said he never would sign my application, nor they never should go to the city of Washington. Marsh said he should resign, or he would have him imprisoned until he did. Wm. Gwin said he would buy the land, and try Marsh at law. There was much more hot and angry language, which I do not think material to report. Afterwards Samuel Gwin came to me, and told me to make out new applications, and give up the old receipt of Sterling, and he would sign them. I refused to do so, and J. J. McCaughan came to me and asked me to let him put new applications in my name, and Gwin would sign them. I refused to do so, stating that I had taken my course, and I should have nothing more to do with it. McCaughan brought me the old applications, with new ones signed by Gwin. I took the old ones, and the new ones were returned. Gwin told me if I did not apply with new ones he would not have a patent issued for my lands.

Interrogatory seventh. Do you not know any other act, either of officers or speculators, within the scope of this inquiry, which is in your opinion material to be stated?

Answer. I cannot say that I do, anything that would be essential.

JOHN JONES.

Sworn to and subscribed before me, this 15th September, 1834.

THOMAS G. RINGGOLD, *Justice of the Peace.*

William Metcalf was next called, sworn, and examined, and deposed as follows:

Interrogatory first. Were you present at the land sales at Chocchuma, in October and November, 1833? If yes, how long did you stay?

Answer. I came there on the morning of the second day of the sales, and remained there thirteen days altogether, but was absent for a short interval.

Interrogatory second. Did you hear a speech said to have been delivered by R. J. Walker? If so, state its substance as well as you can recollect.

Answer. I was present, and heard Mr. Walker. The impression was left on my mind that Walker said in his speech, that a company was formed to buy in the land, and extend the benefit of pre-emption to actual settlers; that is, that each settler should have a quarter section of land at what it cost the company, in consideration of which the settlers were not to bid against the company. I have recently read the publication of Mr. Walker, and will say it is *possible* that this impression was made by conversation with other members of the company; but, to the best of my recollection, he expressed the idea, that the settlers were not to bid against the company.

Interrogatory third. State the names of such of the company as you were acquainted with.

Answer. Anthony Winston, John T. Rather, Thomas Coopwood, Jonathan Burlison, Claiborn Williams, Greenberry Gillam, John Ray, Malcom Gilchrist, Robert Jemison, Isaac Lane, —— Driver, —— Anderson, Joseph Smith, —— Kirkman, General Green, —— Whitsit, William H. Duke, D. Martin, all of Alabama; some others from Tennessee, with whom I was not well acquainted.

Interrogatory fourth. Did you have any conversation with any member of the company, relative to the terms held out by the company to settlers? If so, state the purport of such conversation.

Answer. I conversed with several of the company, and among others, with Mr. Rather, Mr. Coop-

wood, and Mr. Burlison, some of whom recommended me to join them. I objected, on the ground that I thought their plan censurable and improper. I understood the terms from them to be the same as I have stated that I understood from Mr. Walker.

Interrogatory fifth. Did you hear the land officers, at any time while the bidding for land was going on, demand a *deposit* from the bidder? If yes, state the particulars.

Answer. I heard a demand made at the request of Mr. Jemison, one of the speculators, by the register, and also in one or two other instances.

Interrogatory sixth. Who acted as criers at the public sales?

Answer. I think there were three, who acted at different times: Rather, of Alabama, McLaran, and Holt.

Interrogatory seventh. Did you bid for any land?

Answer. I went to the sale to bid, but, discovering the operation of the company, I was satisfied I could not get the land at a fair price; and, knowing from experience that I was apt to get excited, and bid extravagantly at unfair opposition, I declined having anything to do with the sales. For the land I desired I would have given, at a fair sale, more than it cost the speculators.

Interrogatory eighth. Was the notice of sale made public in the part where you live a reasonable length of time previous?

Answer. I think not. I heard of it some time in September; I believe about the middle. It was too short to enable the people to compete for the lands.

WILLIAM METCALF.

Sworn to and subscribed before me, this 19th day of September, 1834.

THOMAS G. RINGGOLD, *Justice of the Peace.*

No. 27.—James McLaran's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to James McLaran, a citizen of Hinds county, and State aforesaid, called and examined as a witness, touching the conduct of the officers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you know, or have you any reasons to believe, that any of the officers of the Mount Salus land office did ever themselves mark, or permit any other person to mark, any tract or tracts of land upon the maps of survey belonging to said office, as sold, or with any mark or sign intended to induce inquirers for vacant land to believe that said tract or tracts of land thus marked were sold; when in truth they were not sold, and the government had not received credit for the purchase money? If so, state the particulars of the case or cases, and everything relating to it or them.

Interrogatory second. Do you know, or have you any reasons to believe, that any of the officers ever agreed to secure for applicants for vacant land, said land applied for, with the expectation of receiving a bonus or premium in the form of interest for delay of payment; and further, if said officers ever received any compensation for securing vacant land for applicants, for delay of payment, and then afterwards received the purchase money and interest for said delay of payment? If so, state what officer or officers thus acted, and whether the receiver's receipt for the payment of the purchase money was dated on the day such officer or officers agreed to secure said land for such applicant, or whether said receipt was dated on the day said applicant or actual purchaser paid such purchase money or interest.

Interrogatory third. Do you know, or have you reasons to believe, any register of said office has ever permitted any person applying for any land marked sold upon the maps of survey to purchase land thus marked, without waiting to receive instructions from the Commissioners of the General Land Office, permitting said tract or tracts of land thus marked "*sold*" to be entered by said applicant; and, also, if you have ever known any of the officers or their deputies, (or have reasons to believe,) that any of said officers or their deputies showed partiality or favoritism towards any person or persons, in the discharge of their official duties, and not acting towards all men alike?

Interrogatory fourth. Have you ever known, or have you reasons to believe that any of the officers of said office have ever been guilty of any dereliction of their official duties, according to your understanding of their said official duties and your knowledge of the requisites of the law directing the duty of said officers? If so, state the particular case or cases, and all circumstances attending it or them.

Interrogatory fifth. Were you at the recent sale of public lands at Chocchuma, and was there at said sales any combination of persons for purchasing lands, who united for the purpose of driving other purchasers out of the market, or for the purpose of putting down competition, or deterring actual settlers from bidding for land on which they resided, or other land which they might want for settlement and cultivation; thereby taking into their own hands the control of the sales for their own benefit, and purchased much valuable land at the minimum price of the government? If so, state particulars.

Interrogatory sixth. Was there any written agreement between the members of said company; and was there any understanding between said company and the actual settlers to prevent competition in bidding; and were the actual settlers to have from said company a certain quantity of land at the price it cost the company; and for all other land they wanted were they to pay a higher price, or such price as might be agreed on?

Interrogatory seventh. Were there any clerks or secretaries, in person, who wrote down the purchases, sales, or proceedings of any kind for said company? If so, state who were they that thus wrote for said company.

Interrogatory eighth. Did said company, after the public sales were over, or after they had made their purchases, offer the land so purchased by them for sale at augmented prices; and were those lands purchased by persons attending the public sales, at the prices put on them by the speculators or their agents; and, if so, what price per acre, estimating the highest and lowest qualities, did said company receive for land thus purchased? State particulars.

Interrogatory ninth. Did land, in general, after said company had been formed and commenced buying, bring so good prices as before the existence of said company; and, if so, was said land purchased by said company because the settlers, and others wishing to buy, had purchased as much as they wanted; or were others wishing to buy deterred from bidding? State particulars, and also the price land brought at said sales before the company commenced buying, afterwards, and while they, (the company) were buying.

Interrogatory tenth. Has said company large body or bodies of land now in the market, which they purchased at one dollar and twenty-five cents per acre; and, if so, what quantity of land, according to the best estimate you can make, yet remains unsold, and what is the price to which it is limited, including lands of best quality and that of an inferior quality?

Interrogatory eleventh. What amount of money do you suppose was vested in land by said company at said public sale?

Interrogatory twelfth. What would be a reasonable estimate of the loss sustained by government at said public sale, in consequence of said combination to purchase land at the minimum price of the government?

Interrogatory thirteenth. Do you know, or have you any reasons to believe, the register and receiver attending said public sale, were informed or had knowledge of the existence of said company, and their object; or was the existence of said company so public and so generally known that you can reasonably suppose they had knowledge of the existence of said company; and, if so, did they aid said company in their purposes, or did they interpose in their official character, or otherwise, to prevent the accomplishment of the purposes to which they combined?

Interrogatory thirteenth. Do you know, or have you any reasons to believe, said register and receiver were interested in any manner with said company in their purchases, or that said register and receiver received from said company any extra compensation for land purchased by them, or did said register and receiver show any favoritism or partiality towards said company by requiring other persons bidding for land "*to put up the cash*" at each bid, but did not require the persons bidding for said company to do the same, or partiality in any other manner?

Interrogatory fourteenth. What disposition did said company make of their funds or lands held jointly? Did some of the stockholders sell out to the rest of said company, or to any individuals? If so, state what persons purchased the most of the stock of said company, and also state what persons continued in said company after they had purchased from all who would sell?

Interrogatory fifteenth. Is said company still in existence for disposing of their lands, or have they sold out and closed their joint business?

Interrogatory sixteenth. Do you know in what State said company was formed, and if it was formed in this State, from what State were the persons who first started the idea of forming a company for said purposes, and their names?

Interrogatory seventeenth. How many persons were interested in said company, what were their names, or the names of as many of them as you can remember, and who were represented by agents, and the names of the agents?

Interrogatory eighteenth. Who bid for land for the company, and in whose names were the lands for said company generally purchased; and when said company or their agent or agents made a sale of any land purchase, did they make a fee simple deed, or did they and the person in whose name it had been purchased, make a transfer in the register's office, and how much did said register charge for each transfer, and what amount of money do you suppose said register made by said transfers, and did he and the receiver divide between them money thus made by transfers?

Interrogatory nineteenth. Were you a stockholder in said company? If so, what disposition did you make of your share or shares?

Interrogatory twentieth. From your opinion, formed from observation and the management of said sales, do you believe they were managed by the register and receiver with a view to promote the interest of the government, the benefit of the actual settlers, or for the good of the speculators, and were they managed according to the strict dictates of justice and a faithful discharge of the duties required of the officers attending said sales?

Interrogatory twenty-first. Do you know, or have you reasons to believe, that any of the receivers of public money have at any time speculated upon the funds paid into their offices, by selling at premium bank notes of the Bank of the United States, or other current bank paper for bank notes not current at par, but which were made receivable for public lands, or speculating in any other manner by exchanging money paid into their offices? State any information you have on this subject.

Propounded June 18, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

James McLaran's deposition and answers to interrogatories, put by William S. Jones, commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions of witnesses in cases of frauds on the public lands, &c.

Answer to first interrogatory. I do not know of any of the officers of Mount Salus land office, or any other persons whatever, ever marking the maps of surveys in said office, for the purpose of inducing applicants for land to believe such lands were sold when they were not sold; but believe that applications have been got out for land, and the land so applied for marked by the register as sold, and the applicant then refusing to get out the receiver's receipt, either for want of enough of money or some other cause, and then the land so applied for stood marked as sold, when in truth it was not; but I cannot say there was dishonest design in this.

Answer to second interrogatory. I do not know that any of the officers of Mount Salus land office, or any other, ever agreed with individuals wanting land to furnish them with means for the payment thereof, in expectancy of bonus or interest for said accommodation, or that under the promise of fee or reward of any kind, applications or receipts for lands had been held up until payments could be made by such applicants.

Answer to third interrogatory. I did myself enter two eighths of land that were marked so sold, in the absence of the present register, not supposing said land had been sold, as it was not tracted or posted, and at a time I did not know such regulations existed, that made it necessary that instructions respecting such marked tracts should be had from the General Land Office before such entry could be made. And that as soon as the register returned and informed me of that fact I gave up the entry, and believe a case something similar occurred between John J. McCaughan and Joseph D. Peebles. Nor have I ever known that any of the officers or their deputies ever showed partiality to any persons in the discharge of their official duties.

Answer to the fourth interrogatory. I do not know that any of the officers of the land offices in this State have been guilty of any dereliction of their duties, except in two or three cases at Chocchuma land office, where the receiver there gave two or three receipts for the same piece of land, receiving the money each time, which was, I believe, done by mistake, in the press of business, and believe, was afterwards returned and corrected; nor do I believe, from my knowledge of the law, regulating their duties, believe such occurred, but generally that they discharged their duties well and faithfully as any could have done, particularly Samuel Gwin, who, for activity in business and accommodation of spirit has ever been very remarkable, in fact obliging above any I have ever known, both in the office, at this place, as well as at Chocchuma.

Answer to fifth interrogatory. I was at the late land sales at Chocchuma in November last, but do not know of any combinations of persons for purchasing land, who united for the purpose of driving other purchasers out of the market, or for the purpose of putting down competition, or for the purpose of deterring actual settlers from bidding for land on which they resided, or other land which they might want for settlement or cultivation, or who took into their hands the control of the sales for their own benefit, thereby purchasing valuable lands at the minimum price of the government.

Answer to the sixth interrogatory. There was a written agreement for a company, known as the Chocchuma land company, which the members thereof, to the amount of about one hundred and fifty, signed, subscribing each sums as stock from one thousand dollars, which was the highest limit, down to, as I believe, two hundred and fifty dollars, which was the lowest, as well as I remember, that was subscribed, though small sums were admissible; but there was not any understanding between the settlers and the company to prevent competition by deterring others from bidding; instead thereof, throughout the time the said company existed, there was competition, and much land bought by others; as of the thousands of people who were there at said sales, the company formed but a small part. And it was expressly written down in the company agreement that any person residing on lands that might be bought by the company, whether such settler was a member or not, or whether present or not, that such settler should have a quarter section of land, including his farm or improvement at the price it cost the company, if he saw proper to take the same at any time previous to the disposition of the lands by the company, and the word of any creditable person, neighbor, or settler, was sufficient for the establishment of such claim with the company. And that where competition in such claims occurred, as was the case in two or three instances where partial clearings had been made, given up by one and recommended by another, or by partial bargains and sales among the settlers, sometimes not well settled by themselves, a committee, appointed for that purpose, generally gave satisfaction to the claimants and company.

Answer to the seventh interrogatory. There were several clerks who wrote down the transactions of said company, viz: Hobson Owen, Thos. C. Nelson, Nicholas Grey, a Mr. Maxwell, and myself. Our duties were to keep a correct account of purchases and sales of land made by the company. A Mr. B. M. Bradford also assisted, taking the place of some one of the above named clerks, as they left the place, there being originally only three, Owen, Maxwell, and myself. Maxwell's christian name forgot, and no papers to refer to for it. There were also treasurers and bidders appointed by the company, who also wrote more or less for the company. The treasurers were Thomas Barnard, Allen Glover, Thomas G. Ellis, and Isaac Lane. Committee of bidders—Robert J. Walker, Malcolm Gilchrist, and Robert Jamison, jr., and Thomas G. Ellis, all members of said company. After the company had finished their purchases, or within a week or so thereafter, the settlers' lands were portioned off to them, agreeably to the first and main design of the company; and the residue was then put up at public sale, and sold to the highest bidder, without any fixed price other than the first cost of the same. And the land so sold or portioned off was transferred, by the company bidder in whose name it was first bought, to the second purchaser or settler. For the lands sold the company received various prices, from one hundred twenty-five cents per acre up to six, seven, and in one instance of a supposed town site, twenty dollars an acre; varying in prices generally as land does in quality.

Answer to the eighth interrogatory. I do not know that the lands offered by the register sold for any more or less on account of the company purchases. Said land, as purchased by the company, was not purchased because the settlers and others wishing to buy had purchased what they wanted; but, as before stated, was purchased for the settlers and company. Nor do I know any wishing to buy being deterred from doing so, as competition with the company was common throughout the time of their bidding; and the lands before, while, and after said company were in existence and buying, sold at the usual rates as at all sales, varying in price according to quality.

Answer to ninth interrogatory. The company sold every acre at the closing of the company affairs at Chocchuma, before the general land sales closed, disposing of everything like company interest before dissolution.

Answer to the tenth interrogatory. The sum of money invested or paid for lands purchased by the company was near eighty-five thousand dollars, including every purchase in their name and interest at said sales, settlers' lands being part thereof.

Answer to the eleventh interrogatory. I do not know that government lost anything in the sale of her lands by the formation of this company. But it is as likely that she was a gainer, as no doubt there was much more sold than otherwise might have been. As much land was left on the hands of the company that could not find purchasers when first offered by them, which was sold in one lot afterwards, under the name of refuse and unsold lands, and bought in by three or four of the company at the closing. And I was told by several settlers, well acquainted with the country and lands, that the company had bought and sold a great quantity of land that never would have had a bidder at the sales but for the company. Therefore, including the active competition the company had and did occasionally contend with, it may as well be inferred that the government was a gainer rather than a loser; for the operations of the company at the sales in buying was only part of two weeks.

Answer to the twelfth interrogatory. I have reason to believe that the register and receiver both, as well as every person at the sales, were well acquainted with the existence of said company, as the agreement of said company was read out publicly to the assembled multitude, and its fitness and legality in a long address descanted on, and the opinions of several gentlemen of the law had thereon before the people did agree; when it was pronounced fair and legal the subscription commenced, the main object of which was protection to the settlers from speculations.

Answer to the thirteenth interrogatory. I do not know nor do I believe that either the register or receiver was interested with said company, or that they received any bribe, compensation, or reward of

any kind from said company; nor did they show any favoritism or partiality to said company by requiring other bidders to put up the cash for their bids and not the company, for the company pledged their deposits, which were from fifty to sometimes eighty thousand dollars, in the strong box of the receiver for all their bids; while, as was frequently the case, loose bidders, sometimes drunkards, would bid for lands, then forfeit the same, thereby obstructing the progress of the sales, and consequently the register had to require occasionally a deposit of some bidders, who it was believed were bidding only for mischief, or in ignorance—the effect of liquor. There was not nor could there be forfeit of bids by the company, as their funds were deposited for their bids, and so declared by their bidders.

Answer to fourteenth interrogatory. At the close of the sales of the land by the company, the funds were divided out to the members of the company according to the amount and time of their several subscriptions; and, on the payment of said dividends, the stock and company were no more.

Answer to the fifteenth interrogatory. The company closed the whole concern at the close of their sales, and apportionment of their lands; and the members went to their several homes, and no vestige is left but in recollection of said company.

Answer to the sixteenth interrogatory. The company was formed at Chocchuma, in this State, by persons possibly from different States, a few days after the commencement of the public sale at Chocchuma: whom the idea of forming such a company originated with, I do not know. I do not remember the names of all the members that belonged to the company, but know the following names to have been members on the list, which is not in my possession, viz: Malcolm Gilchrist, Jonathan Wingate, J. W. Garth, J. T. Rather, Jesse B. Garth, William Darwin, John S. Rhea, Reuben Chapman, Henry W. Rhodes, William H. Marks, Thomas Kirkman, Stephen Threlkeld, George G. Sadler, Jeremiah Hendricks, Wiley P. Lane, James Jackson, William Mosely, Archibald Gilchrist, Daniel Gilchrist, Jesse A. Lane, Joseph Smith, James T. Sykes, Benjamin Sykes, William Sykes, Richard Sykes, Dabney A. Martin, Joseph Sykes, George A. Sykes, Thomas Coopwood, Boling C. Burnett, Benjamin Bradford, David Johnston, Curtis Lerny, Jonathan Burleson, Daniel Coleman, Waddy Tate, Eli M. Driver, R. W. Anderson, Charles W. Martin, Robert Gordon, Burrell Preddy, Joseph A. Young, Littleberry Gilliam, Benjamin Harris, John C. McLemore, N. Body, J. Lane, Angus McMillen, Joseph Persons, William Cargill, Hiram Coffee, Joseph A. McRaven, Green Crowder, John Shields, William Vick, Wm. R. Campbell, Abram Shepherd, Thomas C. Nelson, William Manny, Jos. J. Pew, Thomas W. Bell, Wm. M. Gwin, Wm. H. D. Covington, Stephen Holt, Smith C. Daniel, James McLaran, Helsey H. Douglass, Wm. M. Beal, John A. Lane, T. G. Ellis, James Stewart, P. C. Chamblis, J. J. Hughs, Robert Love, Silas M. Catching, J. J. Channing, D. S. Walker, N. N. Wilkerson, A. McNeil, A. R. Drake, E. C. Wilkerson, W. Davis, H. D. Runnells, R. J. Walker, Thomas Barnard, G. W. Davidson, A. R. Govan, J. A. Binford, Nathan W. Edwards, Monfort Jones, James C. Dixon, J. L. Irwin, F. E. Plummer, H. T. Irish, Samuel Mecke, Joseph Catching, Titus Howard, Richard Cordell, J. A. King, Patrick Sharkey, James A. Girault, Bennet Crawford, Abel Beaty, Wm. Trahern, Allen Walker, Horace Carpenter, John Maxwell, (clerk,) Benjamin Bugg, G. W. Martin, D. W. Connally, Allen Glover, J. B. Earl, John H. Hand, McKinney Holderness, Hopson Owen, (clerk,) A. Yarborrough, Claibourn Williams, D. Hartgrove, A. Minston, J. L. Minston, John C. Whitsell, T. B. Goolsby, M. G. Woods, Minus Jamison, Robert Jamison, jr., Daniel Green, Friend O. Love, James J. Harrison, G. G. Griffin, Alexander Trotter, Reuben Loggin, F. S. Lyons, John B. Jones, A. Battle, J. Hogan, B. B. Fountaine, S. B. Eskridge, L. N. Hatch, Amasa Smith, Henry Gibson, Mins W. Collins, Joseph Collins, J. R. Drisk, Wm. H. Duke, R. Eskridge, J. Minter, B. J. Weaver, T. W. Winter, D. Jones. From a blotted list in my possession, I have taken these names, and believe them to be all the members that composed the Chocchuma land company, who were mostly from this State, many from Alabama, and a very few from Tennessee: some subscribing the first day, the highest limit, and many subscribing several days after, which did not entitle them but to parts of a full share; many subscribing small sums, which entitled them to small dividends. The dividends or profits varying from fifty dollars up to three hundred and one dollars, which was the highest dividend of any subscriber.

Answer to the seventeenth interrogatory. The names of such as I can or do remember, are given in answer to the sixteenth inquiry, which is full. As for agencies, I cannot remember any of the parties now, but they were represented by partners of equal interest with them in the company on the ground, and were not numerous: their names are all given in the list above. Some few of the names above were not subscribers, but held stock tickets or receipts; and at the closing, drew the dividends on the receipts that they held of others, who were gone at the settlement of the business.

Answer to the eighteenth interrogatory. Robert Jamison, jr., Malcolm Gilchrist, Thomas G. Ellis, and Robert J. Walker were the bidders for the company, and the land was bid off in their names according as they bid, and then transferred to the settler or second purchaser before the receiver and register, as convenience offered; for which the register or receiver got for each transfer one dollar. But it is impossible for me to say how much they got for company transfers, nor do I know whether the register and receiver made any dividend of the profits of such transfers.

Answer to the nineteenth interrogatory. I was a stockholder; got my dividend or share of three hundred and one dollars.

Answer to the twentieth interrogatory. I am clearly of opinion that the register and receiver did manage said sales, as I believe, in the strictest discharge of their official duties, according to the best of their abilities; and in strict conformity to the interests of the government and the settlers, without partiality or favor being shown to any speculator.

Answer to the twenty-first interrogatory. I do believe that all the receivers that I have been acquainted with at this Mount Salus land office have done some exchanging of moneys for small premiums, if common report, and those who have told me so, speak true, until the present receiver, now here, since which time I have never heard of an accommodation being had, and know of many denials by him. At Chocchuma I know that the receiver there did exchange money with individuals for small premiums, receiving Alabama and giving United States Bank notes, for the same, but do not now remember the amount of premiums received therefor, nor of any of the premiums given and received by other receivers from Mr. G. B. Crutcher's time to the present, as the same has been varying from one to three, or perhaps four per cent premium. Further this deponent saith not.

JAMES McLARAN.

Sworn to and subscribed before me, this 18th June, 1834.

A B. SHELBY, *J. P.*

No. 28.—Interrogatories to Alexander McKay and his answers.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Alexander McKay, a citizen of Hinds county, called to be examined touching transactions in the public land office at Mount Salus, in pursuance of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge or information of instances where public lands have been marked *sold* on the public maps of the register of the land office at Mount Salus, in this State, or by a mark which was used and designed in said office to show said lands were sold in fact, when, in truth, they were not sold, or so reported to the General Land Office, and when no money had been paid to the receiver of public moneys on said land? If you do, state the particular case or cases, and who was register of said land office at the time, and how said land was marked on the said maps, and for whose use it was so marked; also state the times at which such facts occurred, and every particular in regard to them.

Interrogatory second. Is it the custom in the register's office at Mount Salus for the register to designate on the maps the lands which have been in fact sold by the government, by putting the letter S on the particular tract sold, or otherwise writing on it the name of the purchaser, and would not inquirers after vacant lands at once view such mark as conclusive evidence a tract was not vacant?

Interrogatory third. Do you know, or have you reasons to believe, any tracts of land, lying near a certain steam saw-mill belonging to John B. Pittman and Samuel Gwin, late register at the Mount Salus land office, were marked or otherwise represented or reported as sold by any person when, in truth, said land was not sold? If so, state every particular, and also who now owns any part of said land, and how near it approaches said saw mill.

Propounded to said Alexander McKay, this, the 9th day of June, 1834. Given under my hand and seal, date above mentioned.

WILLIAM S. JONES, *Commissioner.* [SEAL.]

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before Henry G. Johnston, an acting justice of the peace for said county and State, Alexander McKay, who first being sworn saith, he will true and faithful answers make to the interrogatories that may be made to him by the commissioner by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Answer to first interrogatory. About the month of April, 1833, after Samuel Gwin had ceased being register of the Mount Salus land office, and some time before Mr. Sumrall came into office, I examined the maps of said office with a view of entering the west half of the southwest quarter, section ten, township five, range two west, which tract was marked with the letter S on said maps; I then examined the tract book, and found said land was not sold. I mentioned to Col. Samuel Gwin that I wanted said land, and that it was not sold, though it was marked sold. He said he knew it was vacant, but that he himself had marked it sold; that it ran into Mr. Mellon's field, and he, Gwin, wanted it, and that it was pretty good pine land. I told him I wanted it. He then said I might have it, if I would examine and tell him what was the quality of some land that lay west of it. I told him I did not then have the money to pay for said land. He asked me my prospects for getting it. I told him I thought I could get the money of William S. Jones, of this place, (Clinton). He advised me to wait, that the per cent was too high, and that he would arrange it for me; he then spoke to Mr. Dameron; they had some conversation together. Samuel Gwin then gave me, or ordered to be given to me, an application not signed by any register, for said land, which was left with Mr. Dameron. Gwin then stated it could lie so one or two months; and that the land could then be saved for me. From the understanding, from what he said, I thought he intended to pay for said land for me, if any one else applied for it, rather than that I should lose it. He did not say positively, he would do so, but that impression was made on my mind. At the election in May, he told me I had better come and enter said land, or I might lose it, as he had heard it talked of. In a few days (two or three days) after that, I came to the office to enter it; it had the mark of S. I then inquired of Mr. Sumrall, the register, if it was vacant? He told me the steam mill company had entered it. I then thought the steam mill belonged to John B. Pittman and Wm. Cage; but I afterwards found out Samuel Gwin had, a few days before, bought Cage's part of said mill. I inquired very particularly if the money was actually paid; the receiver said it was so arranged I could not have the land. I also asked Mr. Sumrall, the register, if said land was paid for. He said he believed it was, but did not give a positive answer; at least I could not get the land. Things remained in this situation till within a few days before Samuel W. Dickson came into office, as receiver. In November last I again examined the maps of survey of said office, and found that the above eighth of land on the map, had had the S, or mark of sold, scratched off, and the letter S on one other eighth joining at the corners, which was on this other eighth when I applied a few days after the election in May, 1833. This other eighth had been represented (as the other piece,) as belonging to said steam mill company. Some time during the summer of 1833, and when I believed said two eighths of land as above described, belonged to said Pittman and Gwin, I mentioned to said Gwin I could not well do without said two eighths of land, as I wanted them for the timber for my saw mill, and that there was a plenty of pine land west of his mill, and that I would pay for as much for their mill; but this was now my mill, and I could not do without it. He told me to go to Pittman, and whatever he did, he (G) would be satisfied. I went to Pittman, and in September or October, 1833, we went and looked at the land. He proposed swapping me some land in section fifteen for some that some of my children owned near to his and Gwin's mill. He claimed three eighths, viz: east half, northeast quarter, section fifteen, township five, range two west; the west half, southeast quarter, section same township and range; the other eighths I do not know the numbers of. All these three eighths, I think, were marked "sold;" any how Pittman claimed the land for himself and Samuel Gwin, and he proposed swapping me any part of it. At the time he claimed these three eighths, and offered to swap them to me, and they marked sold, (I think,) all of them were unpaid for, *I know.* A few days before Samuel W. Dickson came into office, as above mentioned, I examined the maps again, and found the letter S marked on these three eighths (two of which Samuel Gwin proposed to save for me—all of which had been represented as sold,) had been scratched off, and were, in fact, vacant; and

that the steam saw mill company had, in fact, only paid for three forty acre pieces. When the office opened again, under Samuel W. Dickson, as receiver, I applied for four eighths; Pittman applied for the same four eighths in his name and Samuel Gwin's. He spoke to me, and said he would bid pretty high for some of it, particularly the two eighths I first wanted. I knew I was not able to bid against him, not having money enough to come in competition with him and Samuel Gwin, who I believed had considerable amount of money, I was compelled to let him take that which he said he was determined to have; and he let me have two eighths which were worth much less than the ones I first wanted.

Answer to second interrogatory. The letter S upon a tract of land, or writing the name of the purchaser on the tract, but more frequently the letter S is used upon the maps of said office to designate land that has been sold, and inquirers for vacant land, seeing land on said maps marked in either manner, would be induced to believe land so marked was sold.

Answer to third interrogatory. Yes, I do; and have answered and detailed the facts in answer first. The steam saw mill company owns now the most of said land marked sold when it was not sold. I also own one eighth which Pittman told me belonged to him and Samuel Gwin, when it did not. The eighth I own comes within about 640 yards of said mill.

ALEXANDER McKAY.

Sworn to and subscribed before me, this 9th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

CLINTON, *June* 10, 1834.

The within subscribing witness, Alexander McKay, has been (and is yet) our county surveyor for the last six or seven years, is a gentleman or respectability and undoubted truth and veracity.

ISAAC CALDWELL,
WILLIAM S. JONES,
J. B. MORGAN.

No. 29.—Thomas H. Williams' testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Thomas H. Williams, a citizen of Hinds county, State aforesaid, examined as a witness touching any malconduct on the part of the several registers and receivers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you know, or have you reasons to believe, any officer of the Mount Salus land office, ever himself marked, or permitted any other person to mark land sold, which in truth was not sold, and the purchase money for it had not been paid to the government? If so, state every particular of said case or cases, who now owns said land, when it was marked sold, when it was entered, what officer did thus mark land, and every other particular.

Answer to interrogatory first. I do not know, of my own knowledge, that any officer of the Mount Salus land office ever did mark, or permit any other person to mark land sold, which in truth was not sold and the money paid to the government. Touching that part of the interrogatory which requires me to state if I have reason to believe any officer ever did himself mark, or permit others to mark, land not in truth sold and paid for to the government, this respondent states that, notwithstanding he considers this part of the interrogatory more expansive than is generally admitted in courts of law or equity, and is calculated, in this instance, to elicit from this respondent a confidential conversation which ought not to be disclosed; yet this respondent, in obedience to the requisitions of the committee, answers further: that he was informed by Dr. McMorrough, of Benton, Mississippi, in the month of August, 1829, that there was a piece of good vacant land on Cypress creek, in Yazoo county, which had been marked by Mr. Fitz, then register, who was his particular friend, as sold, though in fact it had not been paid for; and further remarked, that no person would be permitted to enter it without an order from him, and offered to give this respondent leave to enter it if he wished, which he declined. And further this respondent says not.

THOMAS H. WILLIAMS.

Sworn to and subscribed before me, this 16th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

Propounded 10th June, 1834.

WILLIAM S. JONES,
ISAAC CALDWELL,
Commissioners.

No. 30.—Testimony of Dr. John M. McMorrough, of Benton, Miss.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to John M. McMorrough, a citizen of Yazoo county, State aforesaid, examined as a witness touching any malconduct on the part of the several registers and receivers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Do you know that any officer of the Mount Salus land office, ever himself marked, or permitted any other person to mark land sold, which in truth was not sold and the purchase money had not been paid to the government? If so, state every particular of said case or cases, who now owns said land, when it was marked sold, when it was entered, what officer did thus mark land, and every other particular?

Answer to interrogatory first. I do not know of any circumstance of the kind. I was never acquainted with any register of said office, except Colonel Gwin, and I never knew of any conduct of his of that kind, nor any malconduct of any kind done by him.

JOHN M. McMORROUGH.

Sworn to and subscribed before me, this 19th June, 1834.

A. B. SHELBY, *J. P.*

Propounded 19th June, 1834.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

Dr. McMorrough would have testified that he never heard of Thomas H. Williams, and that the testimony of Williams was false as to facts, but, not wishing to see testimony diametrically opposite, it was not given nor required by me.

WILLIAM S. JONES.

No. 31.—Burruss Haley's testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Burruss Haley, a citizen of Madison county, State aforesaid, called and examined as a witness, touching the transactions of the officers of the land office at Mount Salus, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you at any time known of the officers at the Mount Salus land office selling the land otherwise than for cash? and if so, did they take the promissory note of the purchaser, payable at a distant day for the purchase money, including in said note interest for their own benefit, and at the maturity of said note, did they actually receive from the purchaser, the purchase money and the interest? If so, state the case or cases, who were the officers thus selling land, and every particular of said case or cases.

Interrogatory second. Have you any reason to believe said officers did not pay the money to the government at the time they thus sold said land, but paid the money after the maturity of said note, and after they had received said purchase money and interest, and if so, state when the receiver's receipt for the payment of the money was dated, and every particular of said case or cases?

Interrogatory third. Do you know whether said land was marked "sold" upon the maps of survey, or in what manner would the register have acted, if said land had been applied for, after they had thus sold it, and before the maturity of the note, and the payment of it, and in truth, before said land had been purchased of the government.

Propounded June 11th, 1834.

WILLIAM S. JONES,
I. CALDWELL,
Commissioners.

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Burruss Haley,* who being first duly sworn, says, he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in the cases of frauds on the public lands, &c., &c.

Answer to first interrogatory. About the last of October or first of November, 1832, George B. Dameron and Samuel Gwin, receiver and register of the land office at Mount Salus, agreed to enter two eighths of land for me and were to wait till the first of March, 1833, and I was to give them ten dollars for delay of payment on each eighth till that time. I gave them my note for two hundred and twenty dollars, payable at said first of March, 1833, said note made payable to Geo. B. Dameron and Samuel Gwin, and stated in it, it was given for said two eighths of land, describing them. I got the applications from the register for said land, and handed them to Mr. Dameron, the receiver. He filed the applications away with the notes. I asked him for the receipts for the land. He said they were not in the habit of giving receipts for the land at that time, but that the land would assuredly be secured to me, and informed me if I wanted more saved in the same manner, I could get it. The land was then marked sold upon the maps. In a short time afterwards (a week or ten days, hardly so long) I enclosed them my note for three hundred and thirty dollars, due 1st March, 1833, and requested them to enter me three more eighths of land, and to inform me if they had done so, by acknowledging the receipt of the letter Not hearing from them, I came down in a few days, being uneasy about it, to see if they had attended to it. I found that all the eighths had not been marked sold, but Gwin, the register, did then mark the whole of it sold by putting the letter S on each eighth in my presence. On the 28th February, 1833, I came down to pay the money. The first applications that had been taken out could not be found; new applications were taken out, and the receipts for the payment of the money to the receiver were dated on that day, 28th February, 1833. The following are the numbers of the land: northwest quarter, west half, northeast quarter of section thirty-three, township seven, range two east; and the east half, southeast quarter, and east half, northwest quarter of section thirty-two, same township and range. I paid the five hundred dollars for the land, and fifty dollars interest.

Answer to second interrogatory. I asked Colonel Gwin, the register, on the 28th February, 1833, if said land had been returned sold to the department. He said no; he was so far behind with his books, not having been able to get a clerk, he had not come up to it. I then asked him, if said land had been applied for. He said a great many people had been looking at nearly all the vacant land.

Answer to third interrogatory. I know the land was marked sold at the time I bargained for it, in October or November, 1832; but what the register would have done if any one had applied for it I do not know. Furthermore deponent saith not.

BURRUSS HALEY.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

The undersigned have long been well acquainted with the above witness, Burruss Haley, and are authorized to say that no man in our country stands fairer for truth and veracity. He is a planter who stands unexceptionable among his neighbors and acquaintances for moral, honest, and fair dealing.

ISAAC CALDWELL,
WM. S. JONES,
J. B. MORGAN.

HINDS COUNTY, *June*, 1834.

*See interrogatory eleventh to Thomas L. Sumrall, and his answer.

No. 32.—Robert Matthews' testimony.

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Robert Matthews, a citizen of Hinds county, State aforesaid, a witness called and examined touching the conduct of the officers of the land office at Mount Salus, State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. Have you any knowledge of the register of the land office at Mount Salus, having at any time refused any person applying for vacant land, subject to sale at said office, and deterring the person, making application, by threatening to bid for it himself. If so, state what officer, to whom he made the refusal for the land thus applied, and which was vacant, what was his conduct, and every particular of said case or cases.

Interrogatory second. Have you any knowledge or reason to believe, he did not then purchase said land of the government, but put a mark or other sign of sale upon it, to make persons applying for it, believe it was sold, when in truth it was not, and did not pay the government for it, till nearly the lapse of one year after making the refusal. If so, state all the further particulars of said case or cases.

Propounded June 10th, 1834.

Given under our hands and seals.

ISAAC CALDWELL,
WILLIAM S. JONES,
Commissioners.

THE STATE OF MISSISSIPPI, *Hinds County:*

This day Robert Matthews,* of said county and State aforesaid, personally appeared before me, Henry G. Johnston, an acting justice of the peace, for said county and State aforesaid; said Robert Matthews, being first duly sworn, deposeth and saith, that he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the honorable Senate of the United States, through their Committee on Public Lands.

Answer to first interrogatory. Yes, I have; Samuel Gwin, the late register of the land office at Mount Salus, was the officer who made the refusal to me, and my brother, John Matthews. That on the 11th of October, 1832, my brother John first came to the office in company with Ethelwin Sadler, whom he got to assist him, to prevent him from making mistakes, as we were no scholars; he returned and told me that he applied to enter east half, southwest quarter of section number thirty-six, township number six, of range number two west, and said Gwin had refused to let him enter said land; he wanted to enter it himself; my brother said he insisted to enter the land, and then Gwin proposed to him to bid for it, and he told him he could not do it, he only had money enough to pay for it at government price, and he thought he ought to have it as it was unentered, but Gwin would not consent for him to enter it; my brother then returned and told me the circumstance; then I went up and proposed to enter it; he still urged me to bid for the land; I then commenced pleading with him to permit me to enter it, that we had commenced getting land there for a settlement, and it lay joined, some land we had saved, and within two or three hundred yards of where we were building; he still refused, and I complained, and at length he proposed for me to take one-half of the eighth, to which proposing I consented, if he would let me have the half joining my former entry, which he refused, but told me I could take the other half; I concluded to take it rather than lose all.

Answer to interrogatory the second. I think it was in August, 1833, it was hinted to us that the land we applied for had not been sold, but the land on the map had the word "Gwin" written on it, when we got some friend to examine the map for us, and we found out the land had no record of its having been paid for. I again went to the office about the 29th of August, 1833, to ascertain the date of the receipt of the money for the north half of said eighth, and was told in the land office that the receipt of said Gwin, for the purchase of said north half, was dated on the 10th of August, 1833, and further this deponent saith not.

ROBERT MATTHEWS.

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

We are well acquainted with this deponent, Robert Matthews, and he is known to be a man of truth and undoubted veracity.

ISAAC CALDWELL,
WM. S. JONES,
J. B. MORGAN.

No. 33.—Testimony of William Dowsing:

Interrogatories propounded to William Dowsing, register of the land office at Columbus, Mississippi, by G. C. Wooldridge, commissioner.

Interrogatory first. Are you in the habit of demanding fees, or compensation from purchasers, or persons entering land in your office, for the exercise of your official duties; such as granting applications, examining maps, or transferring certificates? and if so, what are the sums usually charged for any of the aforesaid duties?

Interrogatory second. Have you at any time agreed with purchasers, or persons entering public lands, or actually sold any of the public lands, otherwise than for ready money? Or has the receiver of public moneys at this place acted thus, within your knowledge?

Interrogatory third. Have you at any time had knowledge of the existence of companies, or combinations of speculators, for the purpose of preventing a fair competition in the sale of any of the public lands; and were you in any manner connected with said company or combination; and did you participate in any manner in the profits made by them, by speculations on the public lands?

* See interrogatories 4th, 7th, and 17th, to Thos. L. Sumrall, and his answers thereto.

Interrogatory fourth. Have those speculators, after the public sales were closed, offered the lands purchased by them at said sale to persons attending the public sale?

Interrogatory fifth. What portion of the public land offered for sale at Columbus, do you suppose was bought by the company of speculators?

Interrogatory sixth. What would you suppose to have been the loss the government sustained by the purchase and resale of land as above mentioned? Or what sum do you suppose the company realized by their resale?

Interrogatory seventh. Has the receiver of public moneys at this place at any time been in the habit of selling, at a premium, notes of the Bank of the United States, received by him for public lands, and depositing, in lieu thereof, notes of banks not at par value, but which were made receivable for public lands, in the deposit bank, selected by the Secretary of the Treasury?

Answer of William Dowsing, register of the public lands at Columbus, Mississippi, to interrogatories propounded to him by G. C. Wooldridge, commissioner of the Committee of Public Lands, in the Senate of the United States.

Answer to first interrogatory. I have been in the habit of charging twenty-five cents for an examination of the maps, or books; for transferring certificates, which is usually made on a separate printed paper or form, which I keep for that purpose, and which I attach to the certificate, I charge for each transfer thus made, one dollar. For granting applications, I make no charge.

Answer to second interrogatory. I have not. In answer to the second part of this question, in regard to the receiver, I answer, that I have known him once or twice, to suffer persons to enter land, and, as a matter of accommodation, has waited with them a few days, for the money, in which cases he has, however, always charged the amount to himself.

Answer to third interrogatory. I have not at any time had positive knowledge of the existence of any such company or combination; though at the last land sales at this place, I did, from circumstances that transpired during the sales, suspect that such a company had been formed; and used exertions to satisfy myself of the fact, but could not succeed; I was desirous, could I have satisfied myself of the existence of such a company, to have suspended the sales. After the close of the public sales, I then did learn positively that such a company had been in existence during the sales, by the statement of some, who stated themselves to have been members of the company, and who, I think, stated they had drawn a dividend from the company, or a profit of about four hundred and sixty-five dollars, upon each thousand dollars invested. I had no connection in any manner whatever with said company; neither did I participate either directly or indirectly in the profits.

Answer to fourth interrogatory. I have understood they did. I think the land sales closed here on Saturday. On the same evening as well as I recollect, there was a sale of lands at auction, at the court house door, about fifty or sixty steps from my office. This I understood was a sale of part of the lands purchased by the company of speculators, during the public sales.

Answer to fifth interrogatory. I should say at least one-third, or one-fourth, at least.

Answer to sixth interrogatory. I cannot make any estimate on that subject.

Answer to seventh interrogatory. Some time ago, the receiver did frequently exchange notes of the United States Bank, received by him for the sales of public lands, for other bank notes, and sometimes did receive a premium upon the United States Bank notes. But he has subsequently received instructions from the Secretary of the Treasury, instructing him not to make such exchange, and requiring him to endorse on the back of each receipt the specific bills by him received in payment for each particular piece of land, which instructions I believe he has scrupulously adhered to. And further this deponent saith not.

WM. DOWSING.

Sworn to and subscribed before me, this 11th day of November, 1834.

ADOLPHUS G. WIER, *J. P.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

I, A. G. Weir, an acting justice of the peace, in and for said county, do hereby certify that the foregoing depositions of Wm. Dowsing, register of the land office at this place, were regularly taken, and duly acknowledged in my presence, I having administered to him the necessary oath in such cases, in due form of law. In testimony whereof I have hereunto set my hand and seal, this 11th day of November, 1834.

ADOLPHUS G. WEIR, *J. P.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

Know ye that I, William L. Moore, clerk of the probates court of Lownds county and State aforesaid, do hereby certify that Adolphus G. Wier, whose name is subscribed to the foregoing depositions and certificates, is a legally constituted justice of the peace in and for said county, according to the constitution and laws of this State, and that his certificates are in due form of law, and that full faith and credit should be given to his official acts as such.

In witness whereof I have hereunto set my hand, and affixed the seal of the county, this 14th day of November, 1834.

WILLIAM L. MOORE. [SEAL.]

No. 34.—General W. P. Harris' testimony:

Interrogatories propounded to General W. P. Harris, receiver of public moneys at the land office at Columbus, Mississippi, by Gibson C. Wooldridge, commissioner.

First interrogatory. Are you in the habit of demanding fees or compensation from purchasers, or persons entering public land in your office, for the exercise of your official duties, such as issuing certificates or receipts, transferring certificates, or examining any of the books in your office?

Second interrogatory. Have you at any time sold any of the public lands otherwise than for ready money?

Third interrogatory. Has the register at any time marked any portion of the public lands laid down on the maps in his office, "*sold*" for the purpose of protecting the same from entry; when, in fact, such particular piece or tract of land was not actually sold?

Fourth interrogatory. Have you at any time had knowledge of the existence of companies, or combinations of speculators, for the purpose of preventing a fair competition in the sale of any of the public lands; and were you in any manner connected with said company or combination; and did you in any manner participate in the profits made by them by speculations on the public lands?

Fifth interrogatory. Have those speculators after the public sales were closed, offered such lands as had been purchased by them at the public sales, for sale at public auction, to persons attending the public land sales?

Sixth interrogatory. What portion of the lands offered for sale at Columbus do you suppose was bought by the company of speculators?

Seventh interrogatory. What would you suppose to be a fair estimate of the loss sustained by the government, by the operations of said company of speculators?

Eighth interrogatory. Have you ever sold at a premium, bank notes of the Bank of the United States, received by you in payment for public lands, for notes of other banks; and depositing those last mentioned notes, in the deposit banks selected by the Secretary of the Treasury?

Ninth interrogatory. Have you ever known the register to agree with any person to cover, or protect from entry any particular piece, or tract of public land, and receiving compensation in any manner for the same?

Tenth interrogatory. Have either the register or yourself at any time entered in your own names, or in the names of other persons for your use and benefit, any of the public lands, without the consent of the surveyor general?

General W. P. Harris, receiver of public moneys at Columbus, Mississippi, after having been duly sworn to make full, true, and perfect answers to such interrogatories as might be propounded to him by the commissioner, answered as follows:

Answer to first interrogatory. I am not.

Answer to second interrogatory. On one occasion, Mr. G. W. Martin, acting as *Choctaw locating agent*, bid off considerable lands, which he did not pay for, though I issued to him the certificates or *receipts*, which land he has not yet paid me for, though I charged the amount to myself, and accounted for it. I was *mainly* influenced in granting him this indulgence, by the fact of his being an officer acting under the *authority of the general government.*

Answer to third interrogatory. Not to my knowledge.

Answer to fourth interrogatory. I had no positive knowledge of the existence of such a company, previous to the close of the land sales. I was in no manner connected with any such company.

Answer to fifth interrogatory. They did on several different days in this place.

Answer to sixth interrogatory. I should say at least one-third.

Answer to seventh interrogatory. I cannot make anything like an estimate.

Answer to eighth interrogatory. I have not.

Answer to ninth interrogatory. I never have.

Answer to tenth interrogatory. I have entered one section and three-quarters in *my own name* in one body, in which *Major Dowsing, the register*, was equally interested. I have also made several other entries, in connection with other persons, in which the register had no agency or interest; further, this deponent saith not.

W. P. HARRIS.

Sworn to and subscribed before me, this 11th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

I, A. G. Wier, an acting justice of the peace in and for said county, do hereby certify, that the foregoing deposition of Wiley P. Harris, receiver of public moneys at this place, was regularly taken and duly acknowledged in my presence, I having administered to him the necessary oath in such cases in due form of law.

In witness whereof, I have hereunto set my hand and seal, this 11th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

Know ye that I, William L. Moore, clerk of probates court of Lowndes county, and State aforesaid, do hereby certify, that Adolphus G. Wier, whose name is subscribed to the foregoing depositions and certificate, is a legally constituted justice of the peace in and for said county, according to the constitution and laws of this State, and that his certificates are in due form of law, and that full faith and credit should be given to his official acts as such.

In witness whereof, I have hereunto set my hand and affixed the seal of the county, this 14th day of November, 1834.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

No. 35.—Malcom M. Burke's testimony:

Interrogatories propounded to Malcom M. Burke by G. C. Wooldridge, commissioner.

Interrogatory first. Have you ever attended any of the public sales of land in Mississippi?

Interrogatory second. Have the register and receiver at Columbus at any time sold any of the public land otherwise than for ready money?

Interrogatory third. Have you known of any combinations of speculators at any public sale of lands, for the purpose of preventing any other person from bidding for or purchasing land which they might wish for settlement and cultivation, and thereby preventing a fair competition in the sale of public lands?

Interrogatory fourth. Have those speculators, after the public sales had closed, offered the lands so purchased by them, for sale, at public auction, to persons attending the public sales?

Interrogatory fifth. What portion of the public lands offered for sale at Columbus, do you suppose was bought by the company of speculators?

Interrogatory sixth. What would you suppose to have been the loss sustained by the government by

reason of the combinations of speculators: or what sum, do you suppose, the company realized by their operations?

Interrogatory seventh. Have the register and receiver, or either of them, manifested favoritism in the sale of public lands at private sale, where two or more persons made application to enter the same particular piece of land?

Answer of Malcom M. Burke to interrogatories propounded to him by G. C. Wooldridge, commissioner:

Answer to interrogatory first. I have.

Answer to interrogatory second. Not to my knowledge.

Answer to interrogatory third. I know that at the last land sale at Columbus, there was a company or combination of speculators, for the purpose of putting down competition among themselves, but no other persons, and for the purpose of purchasing lands at the minimum price of the government.

Answer to interrogatory fourth. They have.

Answer to interrogatory fifth. I have not any idea.

Answer to interrogatory sixth. From report, I understood about sixty thousand dollars; but of this I know nothing of my own personal knowledge.

Answer to interrogatory seventh. I have no knowledge of such conduct on their part.

And further this deponent saith not.

WILLIAM BURKE.

Sworn and subscribed before me, this 15th day of November, 1834.

JOHN H. MORRIS,
Justice of the Peace for Lownds County, Miss. [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

I, John H. Morris, an acting justice of the peace, in and for said county, do hereby certify that the foregoing deposition of Malcolm M. Burke, was regularly taken, and duly acknowledged in my presence, I having administered to him the necessary oath in such cases, in due form of law.

In witness whereof, I have hereunto set my hand and seal, this 15th day of November, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

Know ye that I, William L. Moore, clerk of the probates court of said county, do hereby certify that John H. Morris, whose name is subscribed to the foregoing depositions and certificates, is an acting justice of the peace in and for said county, duly qualified according to the constitution and laws of this State, and that his certificates are in due form of law, and that full faith and credit should be given to his official acts as such.

In testimony whereof, I have hereto set my hand, and affixed the seal of the county, this 18th day of November, 1834.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

No. 36.—Dr. H. Hand's testimony:

Interrogatories propounded to Dr. H. Hand, of Columbus, Mississippi, by Gibson C. Woolridge, commissioner.

Interrogatory first. Have you ever attended any of the public sales of lands in Mississippi?

Interrogatory second. Have you had any transactions in business with the register and receiver at Columbus, in their official capacity?

Interrogatory third. Have they at any time sold any of the public lands otherwise than for ready money?

Interrogatory fourth. Have they, or either of them, at any time been interested with speculators or others, who became the purchasers of the public lands, or shared with them the profits arising from such sale?

Interrogatory fifth. Have you known of any combinations of speculators at any public sale of lands, for the purpose of preventing other persons from bidding for or purchasing lands which they might wish for settlement and cultivation, and thereby preventing a fair competition in the sale of public lands?

Interrogatory sixth. Have these speculators, after the public sales were closed, offered the land so purchased by them for sale to persons attending the public sales?

Interrogatory seventh. What portion of the public land offered for sale at Columbus do you suppose was bought by the company of speculators?

Interrogatory eighth. What would you suppose to have been the loss sustained by the government by reason of the combinations above mentioned, by their purchases and resale?

Interrogatory ninth. What sum do you suppose the company of speculators realized by their operations?

Interrogatory tenth. Have the register and receiver, or either of them, manifested favoritism in the sale of public lands at private sale, when two or more persons made application to purchase or enter any particular tract of land?

Answers of Dr. J. H. Hand to interrogatories propounded to him by G. C. Wooldridge, commissioner:

Answer to interrogatory first. I have.

Answer to interrogatory second. I have.

Answer to interrogatory third. So far as I know they have not.

Answer to interrogatory fourth. So far as I have any knowledge of the matter, they never have been concerned.

Answer to interrogatory fifth. I know that at the last public sales of lands at this place, there was a company formed for the purpose of purchasing public lands at the lowest possible prices.

Answer to interrogatory sixth. The said company did, immediately after the close of the public land sales, sell, at public auction, in this place, the lands purchased by them at the public sales.

Answer to interrogatory seventh. I suppose about two-thirds.

Answer to interrogatory eighth. I cannot make a satisfactory answer to this question.

Answer to interrogatory ninth. I should suppose they made at least twenty-five per cent upon the lands purchased.

Answer to interrogatory tenth. So far as I have any knowledge they have not. And further this deponent saith not.

J. H. HAND.

Sworn to and subscribed before me, this 12th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

I, A. G. Wier, an acting justice of the peace in and for said county, do hereby certify that the foregoing deposition of Dr. J. H. Hand, was regularly taken and acknowledged before me, and that I administered to him the necessary oath in such cases, in due form of law. In witness whereof, I have hereunto set my hand and seal, this 12th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

Know ye that I, William L. Moore, clerk of the probates court of Lownds county and State aforesaid, do hereby certify, that Adolphus G. Wier, whose name is subscribed to the foregoing depositions and certificates, is a legally constituted justice of the peace, according to the constitution and laws of this State, and that his certificates are in due form of law, and that full faith and credit should be given to his official acts as such.

In witness whereof, I have hereunto set my hand and affixed the seal of the county, this fourteenth day of November, 1834.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

Interrogatories propounded to Adolphus G. Wier, by Gibson C. Wooldridge, commissioner:

Interrogatory first. Have you ever had any transactions in business with the register or receiver of the land office at Columbus, Mississippi?

Interrogatory second. Have they, or either of them, at any time, sold any of the public lands otherwise than for ready money?

Interrogatory third, propounded to Adolphus G. Wier by Gibson C. Wooldridge, commissioner, on the 20th day of November, 1834: Did the said G. W. Martin purchase any other lands, at the public sales, than those mentioned in your answer to the second interrogatory?

Answers of Adolphus G. Wier to interrogatories propounded to him by G. C. Wooldridge, commissioner appointed by the Committee on Public Lands, in the Senate of the United States.

Answer to interrogatory first. I have. I acted as clerk for the receiver, Wiley P. Harris, in the receiver's office for several months.

Answer to interrogatory second. Some short time before the land sales at this place, G. W. Martin, who was acting as Choctaw locating agent, under appointment of the President of the United States, came here. He stated to General Harris, the receiver, that he wished to purchase a large quantity of land at the sales, and that he should not be able to pay for it at the time, but if he (the receiver) would suffer him to bid off such land as he wished, and give him the certificates or receipts, that he would go home and return in a short time, with the money, and pay for the land. This General Harris, the receiver, agreed to; and accordingly, at the land sales, the said G. W. Martin did bid off considerable land, and the receiver issued to him the certificates or receipts for the same, purporting to have actually received the money for the same, relying upon the solemn promise of the said G. W. Martin to return in a short time and pay him the money. He did not return for some time, and when he did he did not pay the money for the land, but represented to General Harris that he had been deceived in the quality of the land. He, however, executed his promissory note to General Harris, the receiver, for the amount; and the money is not yet paid. The land having been reported "sold" by the receiver, he, in his accounts with the government charged the amount to himself. I am satisfied that General Harris had no interest of a pecuniary character in said transaction; but that General Harris was entirely influenced and induced to grant G. W. Martin this indulgence from the fact of his coming here in the capacity of an agent appointed by the President of the United States, and was at the time acting in the capacity of Choctaw locating agent. This, I am satisfied, was the sole cause of Gen. Harris granting him this indulgence.

And further this deponent saith not.

ADOLPHUS G. WIER.

Sworn to and subscribed before me, this 18th day of November, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lownds County:*

I, John H. Morris, an acting justice of the peace in and for said county, do hereby certify that the foregoing deposition of Adolphus G. Weir was regularly taken and duly acknowledged in my presence, I having administered to him the necessary oath in such cases, in due form of law. In witness whereof I have hereunto set my hand and seal this 18th day of November, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

Answer to interrogatory third. He did. At the last land sales at this place the said G. W. Martin, in pursuance of his agreement with the receiver, mentioned in my answer to the second interrogatory, bid off a quantity of land in addition to that mentioned in my said answer to the second interrogatory; I think to the amount of about $2,400, and which he also failed to pay for; and upon his return to this place, some time after the sales, and failing to pay for this land, the receiver, Wiley P. Harris, reported the case to the Commissioner of the General Land Office at Washington city, setting forth the facts and circumstances of this transaction; and I think Major Dowsing, the register, also wrote to the Commissioner of the General Land Office, on the subject. The said purchases so made by G. W. Martin were canceled,

the certificates or receipts destroyed, and the entries of the sale crossed on the books of the land office here; and I understood this was done by the order of the Commissioner of the General Land Office. I know that the entries were stricken out, and the land became subject to entry in the usual manner; and perhaps the larger portion of it has been since entered by other persons.

And further this deponent saith not.

ADOLPHUS G. WEIR.

Sworn to and subscribed before me, this 20th day of November, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

I, John H. Morris, an acting justice of the peace in and for said county, do hereby certify that the foregoing answer of Adolphus G. Weir, to the third interrogatory propounded to him by G. C. Wooldridge, commissioner, was regularly taken and duly acknowledged in my presence, I having administered to him the necessary oath in such cases, in due form of law; and that his said answer to the said third interrogatory, being on a separate half sheet of paper, was attached to his other depositions taken on the 18th instant, by sealing it on the inside thereof with wafers.

In witness whereof I have hereunto set my hand and seal, this 20th day of November, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

Know ye that I, William L. Moore, clerk of the probates court of said county, do hereby certify that John H. Morris. whose name is subscribed to the foregoing deposition and certificates, is an acting justice of the peace in and for said county, legally constituted according to the constitution and laws of this State; and that his certificates are in due form of law; and that full faith and credit should be given to his official acts as such.

In witness whereof I have hereunto set my hand and affixed the seal of the county, this 18th day of November, 1834.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

Interrogatories propounded to Robert W. Carr, a tavern keeper in Columbus, Mississippi, by Gibson C. Wooldridge, commissioner:

First interrogatory. Have you ever attended any of the public sales of lands in Mississippi?

Second interrogatory. Have you known of any combinations of speculators at any public sale of lands, for the purpose of preventing other persons from bidding for or purchasing lands which they might wish for settlement and cultivation, and thereby preventing a fair competition in the sale of public lands?

Third interrogatory. Have those speculators, after the public sale had closed, offered the lands so purchased by them, for sale at auction, to persons attending the public sales?

Fourth interrogatory. What portion of the public lands offered for sale at Columbus, do you suppose, was bought by the company of speculators?

Fifth interrogatory. What would you suppose to have been the loss sustained by the government, by reason of the combination of speculators, or what sum do you suppose the company realized by their operations?

Sixth interrogatory. Have the register, or receiver, or either of them, at this place, manifested favoritism in the sale of public lands at private sale, when two or more persons made application to enter the same particular piece or tract of land?

Seventh interrogatory. Have the register and receiver at this place, at any time, sold any of the public lands otherwise than for ready money?

Answers of Robert W. Carr to interrogatories propounded to him by G. C. Wooldridge, commissioner appointed by Committee on Public Lands, in the Senate of the United States:

Answer to first interrogatory. I reside in Columbus, but did not attend at the land office during the public sale of lands at this place.

Answer to second interrogatory. I believe there was such a company formed at the last public sales of land at this place.

Answer to third interrogatory. There was a public sale at auction of lands, a few days after the close of the public sales, both at the court house door, and at my house, which is a tavern at this place. I understood that this was a sale of lands purchased by the company of speculators, at the public land sales.

Answer to fourth interrogatory. I can give no opinion on this subject.

Answer to fifth interrogatory. I suppose from fifty to sixty thousand dollars.

Answer to sixth interrogatory. I have no knowledge of such conduct on their part.

Answer to seventh interrogatory. Not to my knowledge.

And furthermore this deponent saith not.

ROBERT W. CARR.

Sworn to and subscribed before me, this 14th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

I, A. G. Wier, an acting justice of the peace, in and for said county, do hereby certify that the foregoing deposition of Robert W. Carr was regularly taken, and duly acknowledged in my presence, I having administered to him the necessary oath in such cases, in due form of law. In witness whereof I have hereunto set my hand and seal, this 14th day of November, 1834.

ADOLPHUS G. WIER, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

Know ye, that I, William L. Moore, clerk of the probate court of Lowndes county, and State aforesaid, do hereby certify that Adolphus G. Wier, whose name is subscribed to the foregoing depositions

and certificates, is a legally constituted justice of the peace in and for said county, according to the constitution and laws of this State, and that his certificates are in due form of law, and that full faith and credit should be given to his official acts as such.

In witness whereof I have hereunto set my hand, and affixed the seal of the county, this 14th day of November, 1834.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

COLUMBUS, *Mississippi, November* 20, 1834.

To the Committee on Public Lands in the Senate of the United States:

GENTLEMEN: The undersigned, a commissioner, appointed by the chairman of your committee, herewith transmits evidence taken by him in regard to the land office of this place; and also the facts in regard to Edward Sims, of Tuscaloosa, Alabama, a witness regularly summoned to give evidence, and which he failed and refused to do, for the particulars of which the commissioner begs leave to call the attention of the committee to the *subpœna* herewith transmitted; on the back of which the committee will find the return of the sheriff, showing that it was regularly served. Your commissioner will further inform the committee, that he is informed and believes that the said Edward Sims is perhaps the only individual who could give the committee full satisfaction with regard to the names, places of residence, &c., of the company of speculators formed at this place at the last land sales. Your commissioner, therefore, submits it to the wisdom of the committee to adopt such course in regard to his evidence as to them may seem meet and proper. Your commissioner further represents, that not considering himself invested with power to enforce the attendance of witnesses, he finds it absolutely impossible to arrive at facts which he is well aware are in the knowledge of individuals, but who will refuse to answer such questions as they may *think* may, by possibility, ultimately involve themselves, either as actual transgressors, or having some agency; and claiming to judge for themselves how far their answers might have that effect, and forming this opinion upon facts retained within their own knowledge; thereby effectually precluding the commissioner from arriving at the facts, or correcting their impressions on this subject; hence the commissioner finds it impracticable to arrive at positive and satisfactory evidence in regard to those matters.

Therefore, your commissioner would respectfully suggest, in case any further examination should be contemplated by the committee, through the intervention of commissioners, that they should be invested with more extensive powers to enable them to enforce the attendance of witnesses; or, that the committee take such steps with those as refuse to attend, and are reported by the commissioners, as will prevent and deter others from a similar course.

Your commissioner deems it unnecessary to add to the number of depositions, all tending merely to the same point. Presuming, that the fact of a formation and combination of a company of speculators at the last land sales at this place, is sufficiently established by the evidence herewith transmitted; and also, that the loss sustained by the government was about $65,000 of $70,000. The names of the individuals, and their residence, your commissioner cannot with any degree of convenience ascertain, for the reasons above mentioned.

Your commissioner respectfully begs leave to call the attention of the committee to the answer of General Harris, the receiver at this place, to the second interrogatory; and also, to the answer of Adolphus G. Wier, a clerk in the receiver's office. Not considering the Choctaw locating agent, appointed by General Jackson, one of the officers, the investigation of whose conduct was contemplated by the committee, I have not taken any evidence in regard to him further than he has been connected with the land officers at this place.

I have the honor to be, gentlemen, your most obedient servant,

G. C. WOOLDRIDGE.

STATE OF MISSISSIPPI, *Lowndes County:*

To the Sheriff of said County, greeting:

By virtue of the power in me vested by the Senate of the United States of America, I hereby authorize and command you to summon Edward Sims, if to be found in your county, to be and personally appear before me, at my room in Richard Barry's tavern, in Columbus, on Wednesday, the 12th instant, at 10 o'clock, A. M., to answer on oath, such interrogatories as may be propounded to him touching any fraud or malpractice on the part of the several registers and receivers of the several land offices in this State; also touching any fraud or corruption that may have been practiced in the sales of public lands in this State.

Given under my hand and seal, this 11th day of November, 1834.

G. C. WOOLDRIDGE, *Commissioner.* [SEAL.]

COLUMBUS, *November* 14, 1834.

The within named Edward Sims resides at Tuscaloosa, Alabama. Soon after my arrival here, I was informed that he was one of the principal leaders in the company of speculators formed at this place, at the last land sales, and that he could give more information on the subject than any other individual. I was also informed that he was expected here in a few days. I remained here, and he did come. I issued the within summons, which was regularly served on him by the sheriff of this county; and the said Edward Sims failed and refused to attend and give evidence. I am well informed that he is the most

material witness in regard to the combination at this place that there is; in fact he is the only man that can give all the particulars. I therefore report him to the committee for their further action in regard to him.

G. C. WOOLDRIDGE, *Commissioner.*

WILLIAM S. JONES, Esq.

VICKSBURGH, *June* 10, 1834.

SIR: I received your notice to attend in Clinton on the 16th instant, but, in consequence of being on the eve of leaving on some very important business, I cannot attend immediately, but will do so with pleasure in the course of two or three weeks, which, I presume, will be in time, as nothing can be done in the matter this Congress; besides, from the number of persons summoned, I presume you will be two weeks getting through. I do not wish you to suppose, for a moment, that I wish to evade the call of that honorable body, the Senate of the United States; and in justice to the several registers and receivers of land offices in this State, with whom I have had much business, I feel it my duty to attend, and state what I know, which will be entirely in their favor.

Yours, respectfully, W. R. CAMPBELL.

NATCHEZ, *June* 14, 1834.

SIR: We have read your subpœna and accompanying letter, directing us to appear before you as witnesses, at Clinton, on the 17th instant. It is impossible for either of us to attend. The first is subpœnaed as a witness for the circuit court, which holds its session next week; and the latter is required to attend the session of said court, not only as a witness, but as counsel in various cases. You say in your letter that the testimony of distant witnesses may be taken by deposition. If you will transmit us interrogatories, we will answer under oath, and send you the depositions by mail.

Your obedient servants, THOMAS G. ELLIS,
R. I. NACKER.

MR. WILLIAM S. JONES.

CLINTON, *Mississippi, June* 23, 1834.

SIR: The following are the names of witnesses, who failed to attend, though summoned, all of this State: John A. Fairchild, Hinds county; William H. Martin, Hinds county. (This gentleman attended, but would not be qualified to give testimony.) Richard Davidson, and Samuel M. Puckett, Rankin county; Joseph Dunbar, Jefferson county. The summons for Mr. Dunbar was left at his residence; whether he received it or not, in time to attend, we do not know. We consider him a very important witness, as you can discover, in fact, from the testimony of John S. Gooch, William T. Lindsay, and Thos. L. Sumrall. Many favors seem to have been conferred on him by certain land officers. Robert J. Walker, Thomas G. Ellis, and Nicholas Gray, Adams county; Messrs. Walker and Ellis, we have been credibly informed, *now* have all the papers, books, &c., of the Chocchuma land company; they were served with a *subpœna duces tecum* for that purpose. Mr. Gray was the secretary of said company. A letter received from Messrs. Walker and Ellis, you will find enclosed. Hiram Coffee, James Scott, William Henson, Hinds county; William Vick, William R. Campbell, Warren county. We also enclose a letter from this gentleman. Several others that were summoned did not attend, on account of sickness.

The investigation was carried on in Clinton (this place), and mostly in the land office. The ready access to all papers, and the aid shown us by the present register and receiver of said office can only be accounted for by the correct manner in which they have discharged the duties of their respective offices. The testimony relative to the Mount Salus land office, is not exhausted, nor can we tell how long it would take to examine all the cases that call in question the conduct of the officers, whose names are so often mentioned in the testimony already given, and herewith enclosed. But the testimony behind is either confirmatory of that given, or of about the same tenor; and it is hoped that already given will suffice for all purposes relative to the Mount Salus land office. Mr. Marsh is probably examining the Chocchuma land office, which has caused us to be less energetic in regard to that office.

Very respectfully, your obedient servants,

ISAAC CALDWELL,
WM. S. JONES,
Commissioners.

Hon. CHAIRMAN *of the Committee on Public Lands, of the Senate of the United States.*

DEPOSITIONS FROM OHIO.

By virtue of a commission to me directed from the Committee on Public Lands, of the Senate of the United States, authorizing and empowering me diligently to examine all such witness or witnesses as I may think proper, upon interrogatories to be exhibited by me, touching the perpetration of any frauds in the sales of the public lands of the United States, if any shall have been committed, in any district of the State of Mississippi; and touching the conduct of any officer or officers, of the said United States, charged or authorized by law, with the conduct, direction, management, or superintendence of said sales, first having myself taken an oath as directed by said commission, I have caused the witnesses whose names

appear hereinafterwards, and came before me, and first called Titus Howard, who, after being duly sworn according to law, deposed as follows.

No. 1.—Titus Howard's testimony:

Interrogatory first. Were you at the land sales at Chocchuma during the last fall? If so, state all you know, as to the conduct of the land officers, and speculators, and others, so far as the same is sought to be learned by the resolutions of the Senate of the United States, just received by you.

Answer. I was in attendance every day of the first sales, but did not arrive on the first day until the sales for that day were over. I know that a company of speculators was formed at the sale, but whether on the first or second day I know not. I was selected by the citizens, on the evening of the first day of the sales, or on the second day, to confer with a committee of the speculators. I was to act with James Sims: we requested Colonel Irwin to be with us. We met R. J. Walker, Thomas G. Ellis, and Thomas Barnard, from the company formed in Mississippi; and Gilchrist, Lane and Jamison, from the company of Alabama. I believe we met, up stairs, in Colonel Pratt's house. We were informed by the committee on the part of the speculators, that the company were anxious to protect the citizens in their homes, and would do so, if the citizens would enter into an amicable arrangement with them, by giving them their numbers of land; and that, in that event, one of the company should bid off the land, and the settler should have one half-quarter section; and if one half-quarter section could not include the improvements, then a quarter section, at the price at which the company should buy it. We thought this arrangement the best that we could form, and entered into it for ourselves, and recommended it to the settlers, many of whom, I believe, entered into the arrangement. The speculators, from day to day, held public auctions at the tavern, forty or fifty yards from the land office, for the lands which they had bought for themselves at the United States sales.

Interrogatory second. What were the terms of sale of the land company at this auction?

Answer. The land was sold for cash. I do not know of a minimum; but a remnant I think did not sell.

Interrogatory fifth. Was there any other transaction between you and any company of speculators, at said sales, other than what you have already stated.

Answer. I bought one half-quarter section at the company's sales, at an advance of something like a dollar per acre on the price paid by the company to the United States.

Interrogatory sixth. Was it not obvious, to all persons in attendance, that there were companies of speculators, from the open manner in which they operated?

Answer. I know it.

Interrogatory seventh. Was notice of the said sales such as to afford the inhabitants reasonable time to raise money in time to secure the land they might wish to purchase?

Answer. The news reached us about the 15th September. I thought it short notice.

Interrogatory eighth. Were you present at the time to commence private sales, or enter land at the land office? if so, state the manner of conducting entries by the officers?

Answer. I was present. Each applicant gave his application to the register, and he kept them for a time, and then read out the conflicting applications. The applicants then generally convened together, and all but one withdrew his application: in some instances there was bidding, when the applicants could not compromise.

Interrogatory ninth. Do you know of any instance in which money was given or offered to applicants to withdraw their application?

Answer. Major James Crowder applied for an eighth of land, adjoining him; there were probably seven or eight applications for the same. Crowder said, in the presence of the register, he would give two dollars an acre. Colonel Gwin appeared to get in a pet, and tore up the application, and said they might compromise, or settle it as they pleased. This was addressed, as I think, to Crowder. Crowder got the land without its being at auction.

No. 2.—Samuel Foster's testimony:

Samuel Foster was next called and sworn, who deposed as follows.

Interrogatory first. Were you acquainted with James Oxberry, a Choctaw Indian, previous to and at the time of the treaty of Dancing Rabbit creek, in September, 1830?

Answer. I was.

Interrogatory second. Where did he live at the time of the treaty?

Answer. He lived, I believe, within about five miles of Chocchuma, and on the south side of Yellowbusha river.

Interrogatory third. Did he cultivate or make a crop on the tract of land situated on the north side of Yellowbusha, on the land now in the possession of George W. Martin, the agent for deciding upon the validity of, and locating Indian claims?

Answer. I then lived eight or nine miles from the place. I sometimes passed through a part of the land, but was not well acquainted with it. I have no knowledge of his having cultivated any part of it in the year 1830. I saw some house logs cut and lying along the road on the land before the treaty, or about that time; but I saw no other improvements.

Interrogatory fourth. When was the first time that you ever knew James Oxberry, with his family, or by himself, to be living on the land?

Answer. Within about three weeks or a month after the treaty, James Oxberry, with his family, was living on the land within about two hundred yards of the path I was accustomed to travel, as well as I recollect.

Interrogatory fifth. Has James Oxberry sold his claims to said lands? If yea, when, and to whom, for what price, and on what condition?

Answer. I understood he sold it to Kelsey H. Douglass and George W. Martin, the agent of the United States for the location of Indian claims, and for the sum of twenty-five hundred dollars. I do not remember the exact time, but think it was about twelve months after the treaty.

Interrogatory sixth. Is George W. Martin in possession of the land? If yea, when did he commence his settlement on it?

Answer. He is on the land, and commenced his settlement some time between the month of October, 1832, and March, 1833.

Interrogatory seventh. Has said tract of land been located in the name of Oxberry, and so registered?

Answer. I understood it has.

Interrogatory eighth. Upon what testimony was the location made, or reservation established?

Answer. I do not know.

Interrogatory ninth. Who resided nearest said tract of land at the time of the treaty?

Answer. John Hammonds resided within about two miles and a half, John Smith within about six miles, and myself within about eight miles.

Interrogatory tenth. What was the tract of land worth at private sale about the time of the public land sales last fall, and how much was in the tract?

Answer. There is a section and three-quarters, or eleven hundred and twenty acres, which I think at that time fairly worth on an average eight dollars per acre.

Interrogatory eleventh. At what time did Colonel Martin locate and decide upon the Indian claims?

Answer. Within about a month or three weeks before the land sales; they were registered, but I think his decisions were not made known until within a few days before the sales.

Interrogatory twelfth. How long was it known in the country about Chocchuma and where you reside, that the President of the United States had advertised the lands to be sold in October, before the sales actually came on?

Answer. I think about a month.

Interrogatory thirteenth. Was that a reasonable time, in the then situation of the country, to enable settlers to procure funds to pay for their lands?

Answer. I think not.

Interrogatory fourteenth. Do you know of any dwelling-house, or other house on the tract of land before referred to of James Oxberry's, at the time of the treaty?

Answer. I know of none.

Interrogatory fifteenth. Did you ever hear Oxberry say whether there were any houses on the lands?

Answer. I think I have heard Oxberry say there was no house on the land at or prior to the time of the treaty, nor did I ever see any.

Interrogatory sixteenth. Did Oxberry live on, or cultivate, any land on the north side of Yellowbousha, in the year 1830.

Answer. Not to my knowledge.

S. FOSTER.

No. 3.—John L. Irwin's testimony:

John L. Irwin was called and sworn, who deposed as follows.

Interrogatory first. Were you present at Chocchuma at the land sales, in October and November, 1833? If yea, for what length of time did you continue in attendance?

Answer. I was, and I think for the two first weeks, every day.

Interrogatory second. Do you know of the existence of any company of speculators at said sale? If so, who were they?

Answer. I know that there was a company formed, and this knowledge is derived from my attendance with Mr. Howard, (as he has stated in one of his answers) at a conference between him and James Sims, as a committee on the part of the settlers, with a committee of the speculators: their names are given by Mr. Howard.

Interrotogary third. Have you any reason to believe that at the commencement of the sales there was more than one company? if yea, how many, and what are your reasons for believing their existence?

Answer. It was rumored that there was a company from Alabama and Tennessee: I know of no other except that mentioned by Captain Howard.

Interrogatory fourth. Do you know of any combination or association of speculators or others, to defeat or prevent competition in the land sales?

Answer. I am confident of the fact stated by Titus Howard, in his answer to the first interrogation in his deposition. I believe said statement to be substantially true. I do not think I am able to give any fact on the subject in addition to what he has done.

Interrogatory fifth. Do you know the names of all the consolidated company of speculators, or any of those formed on Wednesday? If so, state their names and their place of residence.

Answer. There were a great many. It was my impression and understanding, that Robert J. Walker, Thomas Barnard, Thomas G. Ellis, of Mississippi, Malcolm Gilchrist, Jamison and Lane, of Alabama, represented in the conference, (of which Titus Howard speaks,) the speculators.

Interrogatory sixth. How long before the sales actually commenced did the advertisement of sales reach this part of the country?

Answer. On the fifteenth day of September, at a barbecue, Captain Howard arrived from Columbus, and brought the first intelligence that reached me, and the sales commenced on the third Monday of October. My impression was that this was the first time it was generally made known. A rumor prevailed a few days before, but was not, I believe, generally believed.

Interrogatory seventh. By what title or claim was the town of Chocchuma held? who held it, or has since held it? the names of the individuals who compose the company, if held by a company? when was such company formed?

Answer. I understood it was taken by one of Mr. Franklin E. Plummer's floats; which float, I understood from Mr. Plummer, was one of those granted by the treaty to Peggy Trahern and her children, and to Delila and her children, and that he had the control of all of them. I understood he sold one to a company composed of Colonel R. H. Sterling, the receiver, George W. Martin, the locating agent, Wiley Davis, Joseph Plummer, and some others. I was invited to join the company, but declined it. The company was formed before the land sales, I think about the 15th September, at Elliot, when I was present.

Interrogatory eighth. Who officiated as auctioneers at the land sales of the government lands?

Answer. There were several who acted at different times—Mr. Rather, of Alabama, Mr. Stephen Holt, of Hinds county, and Mr. Griffin, of Clinton, and probably others.

Interrogatory ninth. Who acted as auctioneer for the speculators' company at their sales, as named by Captain Howard and others, in their answers which you have just heard?

Answer. Mr. Rather.

Interrogatory tenth. Do you know any instance in which the receiver of public moneys has been engaged in exchanging bank paper for profit?

Answer I do not.

Interrogatory eleventh. Are you acquainted with the general character, for truth and veracity, of Titus Howard, Samuel Foster, Thomas G. Nixon, witnesses, whose testimonies have just been taken? If yes, state what are they.

Answer. I am acquainted with them, and I believe they are all citizens who stand high in this community, and are entitled to as much credit in their statements as any men I am acquainted with.

Interrogatory twelfth. Were you present at the first and subsequent days after the sales, when the privilege of entering lands was allowed?

Answer. I was, for several of the first days, and was at the land office occasionally for two weeks.

Interrogatory thirteenth. Did you purchase any land at any of these visits to Chocchuma, at private entry?

Answer. I did, and perhaps at each visit.

Interrogatory fourteenth. Did the register sign your application whenever presented, or did he keep it any length of time, to see whether any conflicting application for the same land might be presented?

Answer. I have no recollection to have met with any delay or objection; my applications were signed by the register without objection or delay, and the purchase money promptly received and receipted for by the receiver.

Interrogatory fifteenth. During these visits to Chocchuma, how much land did you take up at private entry—I mean during the first two weeks after the land in the district became subject to private entry, and before the speculators had dispersed?

Answer. I think about six or eight half-quarter sections.

Interrogatory sixteenth. By what sort of claim is the town of Pittsburgh claimed?

Answer. I have understood that is held under one of Mr. Plummer's floats, said to have been derived from the Peggy Trahern claim, under the treaty with the Choctaws in 1830.

Interrogatory seventeenth. Who are the proprietors of said town, under said claim, and when did Plummer part with his claim?

Answer. I understood that Plummer had sold that section to Joseph A. McRaven, Hiram Coffee, William Trahern, locator of orphan claims, Samuel M. Pucket, J. and J. A. Lane, and I think, Joseph Plummer. The first time that I heard that F. E. Plummer had parted with his said float, was, I believe, during the first two weeks of the public sales in October, 1833.

Interrogatory eighteenth. Do you know, or have you reason to believe, the existence of any further fact that will afford information on the subject embraced in the several resolutions of the Senate of the United States, which you have just read as accompanying my commission?

Answer. I do not think I do.

Interrogatory nineteenth. By what title is the town of Tallahoma held?

Answer. It is held under a section of float, under the treaty above spoken of, to John Donolly; the float was purchased from Donolly's agent by Hiram G. Runnells and John Watt. I do not know what they gave for it. A company was formed at Elliot on Saturday night, I think the 15th September, composed of John Watt and Hiram G. Runnells, who reserved each a share; and the balance of the company were made up of F. E. Plummer or Joseph Plummer, Runnells and Watt, John C. McLemore, Wiley Davis, George W. Martin, the agent of the United States for the location of Indian claims under the treaty above referred to, Doctor Covington, T. Cleveland, of Tallahoma, Allen Sharkey and William Terry, one share, and myself one share: we gave for each share, there being ten shares, seven hundred and fifty dollars, estimating the float at the sum of $7,500.

Interrogatory twentieth. Was the tract, on which said town of Tallahoma is situated, and on which said float was located, improved at the time the location was made? and, if yes, what were the improvements, and when made?

Answer. There was an improvement on the section. John Balfour was said to have made an improvement, and was then living on said tract with his family; his houses were of logs; he had about three acres in cultivation, and lived about three hundred yards from the bank of the river, (Yellowbusha,) L. Cleveland had a store on the town site, and on the same section; I believe there was also a ferry. I do not know when the improvements were made; the company gave Balfour six hundred and odd dollars for said improvement.

Interrogatory twenty-first. Do you know anything as to the title to the town of Hendersonville? If yea, state all you know in relation to it.

Answer. I understood from Col. McKinny, who resided at that place, that F. E. Plummer had laid one of his said floats there.

JNO. L. IRWIN.

No. 4.—Abel Beaty's testimony:

Abel Beaty was next called and sworn, and deposed as follows.

Interrogatory first. Were you present at any time during the late land sales, in October and November, 1833, at Chocchuma?

Answer. I was here several of the first days, went home occasionally, and returned several times, during the sales.

Interrogatory second. Did you hear the obligation or article of agreement, (mentioned by witnesses, previously examined,) read by Robert J. Walker? If yea, state its contents as near as you recollect.

Answer. I was present and heard it. The purport was, that all the land should be bid off by the company; that the settlers were not to oppose them; but were to join their terms, and should have at cost, one eighth of land, if it would cover their improvement; if not, then one quarter section: the settlers were requested to hand in to the company all their numbers of land which they had selected for purchase. Mr. Walker, accompanied the reading of the company's terms to the people, by remarks, with a view to show that the settlers could not do better than to accept those terms: most of the people acceded to the terms, and many signed the articles.

Interrogatory third. Did the company generally obtain their lands on the minimum price?

Answer. They did as far as I observed; I heard the company of speculators frequently proclaim that

those who stood out, and would not come into the terms proposed, that their lands should be run on them; a few persons stood out. I remember that Mr. Williams, Mr. Ford, and Mr. Laflore were of this number; some of their lands were run to $10.00 per acre.

Interrogatory fourth. Was or was not the business of this company of speculators, transacted chiefly by a committee? Who composed this committee? and did the members of the committee go in a body to the United States officers, who were conducting the sales, to transact with them the business of the company?

Answer. It was transacted by a committee. Walker, Ellis, and Bernard, of Natchez, Mississippi; Gilchrist and Jamison, of Alabama, composed the committee, and it was constantly their practice as soon as the sales for the day were closed, to go in a body to the land office, and transact their business with Col. Gwin, the register, and Col. Sterling, the receiver.

Interrogatory fifth. Was or was not the existence of this company, and the mode of conducting their business and speculation open and public, and known to the officers appointed by law, to superintend the sales on the part of the United States?

Answer. The existence of the company was entirely well known, and their mode of speculation equally public in and out of the office; during the first week of the sales, I heard Mr. Campbell, a merchant of Tuscahoma, remonstrate with Col. Gwin, the register, against the course of proceeding, as then going on, in relation to the sales, and the hardship of being subjected to the tyranny of the company of speculators. Gwin, after some harsh words had passed, said he did not know there was such a company, and if there was, he would have a right to stop the sales.

Interrogatory sixth. Do you or not know of any other facts tending to facilitate the inquiry, directed by the several resolutions of the Senate of the United States, which you have just heard read?

Answer. Whilst some land in the river bottom, near Chocchuma, was selling, and adjoining G. W. Martin, the agent of the United States for the location of Indian claims, and for which said Martin, and a Mr. Gold, the clerk of Campbell, were bidding in opposition to each other, and after the land had been run to more than ten dollars per acre, a deposit was demanded of Gold. Sterling, the receiver, put his head out of the window, and held some conversation with Martin, and immediately a deposit was demanded, (the demand came from near the window,) of Mr. Gold, but I was not able to tell whether by Sterling, Martin, or the public crier, or by some other person. Gold was bidding for Campbell; Sterling put his head out of the window, conversed with Martin, and dodged back, and the demand of the deposit was immediately made. Campbell stepped up and said he could make the deposit, but that he had no right to demand it; the bid was forfeited, and the land again sold, and I think Martin bought it at a much lower rate. When Gold was ordered to make a deposit, he said he could do it if they would wait a few minutes. A dispute ensued, and Campbell soon stepped up, and made the remarks above stated.

Interrogatory seventh. What month in the year would suit settlers best for the land sales to come on?

Answer. I think the month of January, February, or March, would be best. Then the planters could have the proceeds of their cotton crops, and have time to sell their corn to new settlers.

Interrogatory eighth. Was there a reasonable notice given to the inhabitants previous to the sales?

Answer. The news reached here about the 15th of September; there was a great deal of complaint among the inhabitants, on account of not having time to prepare; I think the notice full short, but was myself prepared.

Interrogatory ninth. Did the speculators' company bid off your land? If so, state whether you asked to have it entered on the books of the office in your own name? if not, why?

Answer. They did bid it off; the reason I did not request it (so as to save the fee of the register) was, that some of my neighbors had applied, and were positively refused, as contrary to the articles. There was a certificate issued separately for each eighth of land, and a dollar fee to the officer, was required for each transfer of a certificate.

ABEL BEATY.

No. 5.—Green Hastings' testimony:

Green Hastings was next called and sworn, who deposed as follows:

Interrogatory first. Were you present at the public sales of the lands of the United States at Chocchuma in October and November, 1833?

Answer. I was present every day, I believe, during the first two weeks, and several days afterward, during their continuance.

Interrogatory second. Do you know whether or not, that one or more companies of speculators attended said sales, for the purpose of obtaining the public lands at the minimum prices, by controlling the bids of those wishing to settle the lands for cultivation? If so, how many of such companies existed; where was each company formed; what were the names of the individuals thus associated, and what was their mode of proceeding?

Answer. On the morning of the second or third day of the sales, a short time before the sales were opened, Robert J. Walker, called the attention of the people, before the tavern door about thirty yards from the land office, and read an arrangement, announcing that a company was formed to buy the land, and that such settlers as would comply with the terms proposed by the company should be protected; the settlers were to abstain from bidding; were to give in to the company of speculators the numbers of their land, and one eighth of land, including the settler's improvement, was to be transferred to the settler on his paying, on the day it might be sold, the amount to be paid to the United States; and if one eighth of a section would not cover the improvement, then the settler was to have one quarter section. Mr. Walker also made some remarks to the people, advising them that their interests would be best promoted by closing in with this offer of the company. Robert J. Walker, of Mississippi, Malcom Gilchrist, Robert R. Jemison, of Alabama, and Mr. Jones arranged my business on the part of the company. I understood that John C. McLemore, of Tennessee, was a member of the company. Each day the public sales on the part of the United States, were sold in the forenoon generally, (of the second week) and when the public sales were closed the company would sell, at auction, their lands; and at those sales of the company, I understand that they made McLemore pay very high for some valley lands which he wanted. I am not able to state many other names of speculators; the people, generally, thought it best to close with the terms offered to them, and generally did so; a few persons refused, and those refusing paid high for their lands; Robert Williams suffered most by his independence; they made

him pay about ten dollars per acre. Others suffered, though perhaps were not run quite so high. I embraced the company's offer, and obtained a fractional quarter section, embracing what is called Hastings' ferry, on Yellowbusha river, at one dollar and twenty-five cents per acre.

Interrogatory third. From the manner in which the company transacted their business, was it known necessarily to the land officers, that such company existed?

Answer. I presume it was; they perhaps were present when Mr. Walker made his speech; I am not certain, however, that they were; but the agents of the company, who generally bid for the lands, would take out receipts in their own names, and immediately transfer them under the attestation of Samuel Gwin, the register, to the settler. One of the public criers on the part of the United States, by the name of John T. Rather, and I understood to be one of the speculators, and who resides in Alabama, when opposition bids were made, would frequently stop crying the land, and say, gentlemen, you had better compromise among yourselves; you are fooling away your money. He generally stood in the office, in front of the window, and as the officers were in the room I do not see how they could have been ignorant on the subject; but I never heard either of the officers say that they knew of this combination.

Interrogatory fourth. What do you know as to the profits of the company of speculators from the lands of the United States thus acquired by them? Give instances.

Answer. On the section on which I live, they bought in 433 or 4 acres; by mine and Norman's contract with them, we would have been entitled to a quarter section each; the 433 or 4 acres was a fractional section, and bought in by the company at the minimum price; myself and Norman wanted the tract, and we proposed to Walker and Jemison and Glover to take the residue, after paying the government price, for $400, which they accepted, and we paid them the money. On another tract adjoining me, they made fifty cents per acre, at their own sales, by auction.

Interrogatory fifth. Were, or were not, the proceedings of the company open, notorious, and palpable; and was it not frequently spoken of by agents and members of the company, and others in the land office, while the officers were present?

Answer. It was, and while the officers were in the room, which is not large.

Interrogatory sixth. From whence did you remove when you settled here, and to what members of Congress, or officers of Washington city, are you known?

Answer. I removed from Hardeman county, Tennessee, in January, 1834; I am known by Hon. William Dunlap, and the Hon. David Crockett, delegates in Congress from Tennessee.

Interrogatory seventh. Who paid the register for the transfers of certificates, from the speculators to the settlers?

Answer. The settlers; I paid five dollars, or more, to the register, Col. Gwin. Whenever I have spoken of the government price, I meant the price paid the government by the speculators.

GREEN HASTINGS.

No. 6.—Kelsey H. Douglass's testimony:

Kelsey H. Douglas was next called, and duly sworn, who deposed as follows.

Interrogatory first. Were you present at the public sales of the lands of the United States, sold at Chocchuma, in October and November, 1833?

Answer. I believe I was present, during the whole of the sales made at that time.

Interrogatory second. Have you any knowledge, that either the receiver or register of the office of Chocchuma, as far as you know, received any fee, or bonus, for the performance of any act connected with his official duty?

Answer. I do not know.

Interrogatory third. Was there, at said sales, any combination of speculators, whose object appeared to be to promote a fair competition in the sales of the public lands, at said sales? State all you know on this subject.

Answer. I know there was a company formed, whose object was to procure the public lands at the lowest price. I do not know who composed the entire company of speculators, but the company was represented, and its principal executive business was done by R. J. Walker, Thomas G. Ellis, and Thomas Bernard, of Mississippi, and Malcolm Gilchrist, Robert R. Jamison, and Col. Lane, of Alabama. I heard that there were about seventy persons who had stock in the company. My impression and belief are, that Stephen Holt, Rather, and James McLaran, were partners in the company.

Interrogatory fourth. Who acted as crier of the lands on the part of the United States?

Answer. Stephen Holt, Rather, and James McLaran, I think, acted in that capacity, alternately; but I believe some others occasionally acted, though Holt and Rather were the principal criers. Dr. William M. Gwin was present, and, I believe, held stock in the company.

Interrogatory fifth. Was, or was not, it the practice of the representatives of said company of speculators, to go into the land office, on the evening of each day, and arrange with the officers of the United States entrusted with said sales, the certificates, and other matters, in relation to the purchases made by the company during the day?

Answer. I believe it was.

Interrogatory sixth. Were the officers of the United States entrusted with the management of said sales, cognizant of the existence of said company of speculators?

Answer. I do not know, but presume they were. It seemed to be a subject of general notoriety. The company of agents, on the part of the company of speculators, transacted the business of the company every evening, with the United States officers; and certificates were transferred under the attestation of Col. Gwin, the register.

Interrogatory seventh. Was the said company associated by written articles of agreement? If yea, where are those articles, and what was their substance?

Answer. I believe they were; I heard them read. I cannot state the substance with precision. The articles were read to me up stairs, in Col. Pratt's house, at the time I took stock. R. J. Walker made a speech to the people, explanatory of the views of the company, which were to secure the settlers in their improvements; and, that all parties might get the land as cheap as possible, the settlers were to give in such numbers of good land as they could; and were to pay to said representatives, on the evening of the day when their improvements might be bid off, the amount for which it might be sold; in all cases the company, by their said executive committee, were to be alone the bidders. No one of the company was

permitted to bid against the bidders of the company. At the government land sales, the bidders appointed by the company were, Messrs. Jamison, Walker, Gilchrist, and Ellis.

Interrogatory eighth. At the company's sales, was there any minimum?

Answer. Their lands were first offered, and if no one bid more than they cost, they were passed over. Afterwards a remnant, for which no bid over cost was made, was sold Mr. Gray, a young man of Natchez, said to be connected with Mr. Fisk.

Interrogatory ninth. Are you acquainted with any fact in regard to the right claim and location of the tract of land on which George W. Martin (the locating agent) now lives? If yes, state all you know.

Answer. George W. Martin and myself purchased said tract of land of James Oxberry, in the summer of 1832, for the sum of twenty-five hundred dollars, the tract being one section and three-quarters. We paid him a sum of money, say four or five hundred dollars, a short time after purchase, and gave our obligation to pay the residue whenever he could make a good title for the same. I sold my interest to T. G. Nixon, and before any written contract was entered into with him, he sold to Martin, and Martin became bound directly to me. These sales were made in the fall of 1832, or the ensuing winter.

Interrogatory tenth. Have you known the receiver of public moneys at this land office, Col. Sterling, to sell or exchange bank bills for a premium, or otherwise shave bank paper?

Answer. I have not.

Interrogatory eleventh. Were you present when the land sales were closed, and the time for making private entries commenced? If yes, state the manner in which the officers and applicants conducted the same.

Answer. I was; the land was taken up by townships in the order in which it had been offered at auction, and proclaimed at the window at the land office, that applications would then be received for all the land subject to entry in one particular township, until a particular hour of the day. Applications were then handed to the register, who kept them until the hour of receiving had expired. He then pronounced whose application came in conflict, and called up the applicants; they then had either to bid in his presence for it or to withdraw, go out and bid among themselves, and whatever amount was bid over the cost of government price was divided among the applicants. This was the common course of proceeding as far as I saw. Those conflicting applications were generally participated in by land speculators as well as the individuals who wished to purchase for cultivation. Mr. Gilchrist, Mr. Robert J. Walker, and myself, were frequently in contact with others, though I believe every man acted for himself in this matter. I sought out to know, or guess as well as I could, what land would be applied for, and this I applied for. The register opposed this course of things but could not help himself.

Interrogatory twelfth. Are you acquainted with the general characters of John T. Hammond, Samuel Foster, Titus Howard, and Jacob Thompson?

Answer. I have known Mr. Hammond for several years, his character is unimpeached so far as I know, and should give full credit to his testimony; the same as to Mr. Foster and Captain Howard. I have also lived near Jacob Thompson for near two years' time, but am not so particularly acquainted with him as the others, but think his statement entitled to as much credit as any man's.

No. 7—Colonel Joseph Persons was next called, sworn, and deposed as follows:

Interrogatory first. Were you present at the land sales at Chocchuma, in 1833? If so, state how long.

Answer. I was present, and I believe I staid all the time, except at night; then I went home, which is four miles distant.

Interrogatory second. You have heard the examinations of most of the witnesses, the resolutions of the Senate, and know what is important to be developed. Will you state all you know on the several subjects named; first as to companies of speculators?

Answer. I will state all I know, but, without I am specially asked, something may escape my memory. At the commencement of the sales it was reported that the speculators were endeavoring to bring about an union. It was doubtful whether it could be effected, but on the second day they did come to terms, and on the third day Mr. Robert J. Walker, of Natchez, called the attention of the people, and, standing in the entry of the tavern, distance from the land office only twenty-nine yards, which I have measured at your request, read aloud so much of the articles of agreement as, he said, convinced the settlers; the terms of which articles Mr. Walker, in his speech, advised the settlers to embrace. I am not sure whether in his speech, or in conversation, Mr. Walker said the settlers were requested to deliver up all their numbers of land, which they had selected, as well as the numbers of their improvement, to the company; that the company would buy in all of the land, and let the settlers have one eighth if it would cover their improvement, and a quarter section if it would not, at what it cost the company. Four bidders, I think, were appointed to bid for the company, and the settlers were prohibited from bidding. The names of the bidders were Robert J. Walker, Thomas G. Ellis, Malcom Gilchrist, and Robert R. Jamison. Any one who would subscribe the articles was at liberty to put in his money; not exceeding one thousand dollars, and as much less as he pleased, and draw of the profits of the company in the proportion that the funds put in bore to the profits of the whole company. What that capital was I have had no means of knowing; I heard afterwards that a great many fictitious names were used in taking stock. At a meeting of all the stockholders, which was organized, the names of the stockholders were called over; many names were called to which different ones of the speculators would answer, "I am proxy for that name." A Mr. Coopwood, I think, moved to strike out the fictitious names. Mr. Walker made a speech in opposition, and declared that, if it was persisted in, he would withdraw. There was nothing finally done, I believe, to get rid of the fictitious names. Mr. Rather (the auctioneer), who seemed to speak for a committee appointed on the subject, in his report, said they requested that all fictitious names should be taken from the list. This, I believe, ended the matter. Both the company and settlers were much in the power of Mr. Walker, as he had bought a great deal of land in his own name, both for settlers and the company, which was not transferred at that time.

Interrogatory third. Who composed the company of speculators, exclusive of those settlers who made deposits of one thousand and less, subsequent to the proclamation made by Walker on Wednesday morning?

Answer. R. J. Walker, Thomas Bernard, Thomas G. Ellis, John Irish, Wiley Davis, and D. Conolly, of Mississippi; Malcolm Gilchrist and Lane, Harris, Robert R. Jamison, John B. Jones, James Harrison,

Littleton Wood, P. J. Weaver, Colonel A. Winston, Anderson, of Huntsville; Driver, of Huntsville; Bolin C. Bennett, Green, Allen, Glover, Burlison, Lane, Yarborough, Love, Coopwood, of Alabama. I believe John C. McLemore, of Tennessee, was also of the company.

Interrogatory fourth. Who of the settlers took stock after Walker's proclamation?

Answer. I am unable to say, but think several did.

Interrogatory fifth. Were the officers of the United States, who were entrusted with the sales of the public lands, privy to the existence of said company and of its proceedings?

Answer. I do not know; but the existence of the company, and its arrangement and proceedings were very public, and its business done by its committee, both in and out of the land office.

Interrogatory sixth. Did, or did not, the executive committee of the company to which you refer, have access to the office, and remain there frequently every day, and for a considerable period of time, when the doors were kept shut, and access was denied to others?

Answer. They did. Myself and others were ordered to leave the office, but know of no instance in which the said committee were ever excluded from the office, but think I can very safely say, had free access at all times, though it was denied to others very frequently.

Interrogatory seventh. What was the opportunity of buying the public lands at private entry, after the public sales were closed? State fully all you know on this subject.

Answer. The speculators remained on the ground as long as settlers pressed to take up lands, with the exception of a few who went away. The register, Colonel Gwin, gave notice that the townships for private entry would be open for such entry in the order in which they were offered at public auction. I think on the evening of each day Colonel Gwin would announce what particular townships would be subject to private entry the ensuing day, and that he would receive applications until a certain hour. He would then, after a certain lapse of time, open the door and announce the conflicting applications, which were constant and numerous. Conflicts arose in almost every instance, and sometimes six or eight applications for a single tract; when these applications were announced, Colonel Gwin would lay down on the counter such conflicting applications; the applicants would generally then withdraw all applications but one for the same tract, retire into the yard, a few yards from the door of the office, and set the land up to the highest bidder, and the profits were divided among the applicants who conflicted, as I suppose. R. J. Walker I heard crying for them on one occasion.

Interrogatory eighth. During the time appointed to receive such applications, and before the conflictions were announced by Colonel Gwin, did any of the company of speculators have access to the office, and were the doors kept shut? Say all you know that will give further information on this branch of the subject.

Answer. Frequently the doors were kept shut, and, on being opened to proclaim conflicting applications, I did see that some of the speculators were in the room. Dr. Wm. M. Gwin was generally in the office, assisting his brother, as I understood, about the applications. When the opposing applications were ascertained, Colonel Gwin would call such conflicting applicants into the house, and frequently shut the door in exclusion of others; when all the applications but one for each tract were withdrawn, as was most commonly the case, the applicants would retire and set up the land to the highest bidder, as above mentioned.

Interrogatory ninth. Were you present at an altercation said to have taken place at the sales, between the register, Colonel Gwin, and A. S. Campbell? If so, state particulars.

Answer. I was present. A. S. Campbell went to Colonel Gwin, and told him there was a company of speculators to defraud the public, and demanded if he did not know it. Colonel Gwin denied knowing it, and said, if he did know it he would stop the sales. Both got angry, and harsh words passed between them. This took place on the evening of the day on which Gold and Campbell were called to make a deposit when bidding against Martin.

Interrogatory tenth. Do you know whether the receiver has, in any instance, exchanged bank paper for a premium, or otherwise been engaged in dealing on the public money?

Answer. I have heard something on the subject from Parson Milton Moore, of Tennessee, Fayette county, but know nothing further, except I got Colonel Sterling to take a fifty dollar note or draft, (for Captain Howard,) at one per cent discount. I cannot more particularly describe the paper.

Interrogatory eleventh. Have you known either of the land officers to be engaged in speculations on the public lands?

Answer. When the land where myself and son-in-law live, came on to be sold, Gilbert Griffin, of Clinton, Mississippi, (who had been crying land,) gave way to James McLaren, of the same place, who then acted as crier. Griffin commenced bidding against me; while it was going on, I insisted on Griffin letting me have it; he shook his head, and persisted in bidding until he bid off two eighths; I got the rest at $2.80 per acre. Colonel Sterling claimed the land bid off by Griffin, and offered it to me at five dollars per acre; during the private sales, he got one eighth at one dollar and thirty-six cents, and the other eighth at two dollars and fifty cents. I refused to buy it. I have no reason to believe any unfairness was shown to me by Col. Sterling.

Interrogatory twelfth. Who acted as auctioneers at the sales of the public lands? and who acted as auctioneers and clerks at the company's sales.

Answer. Stephen Holt, James McLaren, Gilbert Griffin, and John T. Rather: Mr. Rather cried most of the land. At the company's sales Rather acted as crier for the company, and James McLaren as one of the clerks, Grey likewise; the others not recollected.

Interrogatory thirteenth. Was it or was it not generally believed that the auctioneers were connected with the company of speculators.

Answer. I believe they were; Rather and McLaren took an active part in the business of the company.

JOSEPH PERSONS.

No. 8.—Augustus L. Humphrey's testimony:

Augustus L. Humphrey was next called and examined, first being sworn, who deposed as follows.

Interrogatory first. Were you present at the land sales during the last fall, at Chocchuma? if yea, state whether you bought land, and the circumstances attending your purchase fully, and if you made any purchases.

Answer. I was present during the greater part of the time of the sales; I wished to buy one section, or 640 acres of land; I was advised to make my peace with the consolidated company, and

accordingly spoke to Mr. Allen Glover, one of the treasurers, in the presence of John C. McLemore; he, Glover, said the company would bid it in for me if I would agree to pay fifty per cent on the cost; that in all probability they would get it at $1.25 per acre, or a fraction over; and I had better take up with the offer, otherwise they would run it on me; also, that I must not bid against the company, and surrender up the numbers I had taken. A part of the land was bid off at various prices by the company. I then applied to Mr. Glover to fulfill the contract we had made; Mr. Gilchrist, one of the company, said I had bid against the company, and that they, therefore, considered themselves under no obligation to me; I bid for only one eighth of the land at the company's sale, and for that eighth they paid one dollar and thirty-five cents per acre, and I had to give two dollars and sixty cents per acre at the company's sale. I was not a member of the company.

AUGUSTUS L. HUMPHREY.

No. 9.—Col. John H. McKenie's testimony:

Col. John H. McKenie was next called and sworn, who deposed as follows.

Interrogatory first. Were you present at the sales of the lands of the United States at Chocchuma, in October and November, 1833?

Answer. I attended the sales every day except two during the first two weeks, and I attended for about one week when the lands were subject to private entry.

Interrogatory second. Do you know whether or not one or more companies were formed to procure the public lands then for sale at the minimum price? If so, give the names and residence of each individual thus united, their arrangement, and as many of their acts as came within your knowledge from observation or information

Answer. There was one such company; I knew of no other. After Wednesday morning of the first week, on the opening of the sales I was informed by several persons that there was a company from Mississippi, composed of Robert J. Walker, Thomas G. Ellis, Thomas Bernard, Franklin E. Plumer, Wiley Davis, Hardin D. Runnels, and perhaps some others: from conversation among the parties I was informed that Malcolm Gilchrist, Joseph Smith, (of Florence,) Thomas Kirkman, Rather, (Jesse,) (Winston Garth had his name set down, but was not present; Rather acted for him.) Jesse B. Garth, composed another company. On Monday or Tuesday these companies came in conflict in bidding for some Yazoo river lands. The lands were run very high. I have understood that those lands were forfeited, and subsequently bought by the consolidated company at the minimum price, though I have no knowledge that this is true as to the forfeiture and subsequent price. On Wednesday morning, before the sales were opened, R. J. Walker called the people before the tavern of Col. Pratt, about thirty steps from the land office, and informed the people that the companies had united; then read an article by which the people who would comply with the terms held out by the company would be protected. The settlers were to hand in to the company their numbers of land which they had selected, with a view to buy it, and the company was to buy it in, and let the settlers have their improvements, if it did not include more than one quarter section, at the price that it might cost the company. Mr. Walker advised the settlers to accept of the terms proposed. Persons were invited to join the company, and allowed to take stock, not to exceed one thousand dollars; to give up their notes of land divisions to the company, and participate in the profits in proportion to each investment. A committee of the consolidated company was to transact business. Walker, Bernard, and Ellis, of this State, Gilchrist, Jamison, and perhaps another, from Alabama, composed the committee. The officers entrusted with conducting the sales on the part of the United States, on the first two days sold the land in the morning, and closed for the day about one or two o'clock; and while the companies were making their arrangements to unite, and avoid the conflicts which had previously occurred, the public sales, on the part of the United States, were delayed until the afternoon, and subsequently were commenced about nine or ten o'clock, A. M. Many of the people took stock in the company, and the settlers generally availed themselves of the terms of the company from the necessity of the case. Mr. F. E. Plummer made a speech to the people, and told them that the company had done them a great favor by securing to them a pre-emption right to their homes, which the government had denied. After this consolidation of the two companies, the company generally obtained the land at government price. I could tell all their prices if I had my notes with me; I noted the prices they gave, I think, for all their land. A few persons refused to surrender their numbers of land to the company and take its protection, and such persons had their lands run on them.

Interrogatory third. What quantity of lands did the company purchase, and how did they dispose of the same?

Answer. I cannot say with precision. The company's fund amounted, I believe, to one hundred and forty thousand dollars, and they paid to the government about seven dollars of every ten or seven hundred in each thousand. They generally obtained the land at the minimum price. Some they sold by private arrangement, but the greater quantity was sold at public auction, to the highest bidder. These auctions were conducted at Col. Pratt's tavern. The company realized on these purchases and sales perhaps fifty per cent. Much of the lands were purchased in by individual members of the company at their own auctions. Some of these went as high as ten dollars per acre, others were sold at cost.

Interrogatory fourth. Who were employed as auctioneers on the part of the United States at its sales?

Answer. Stephen Holt, of Hinds county, Mississippi, cried some of the lands at first, but —— Rather, one of the members of the consolidated company, was the general crier. McLaren was sometimes employed as a crier.

Interrogatory fifth. Was Holt or McLaren a member of the company of speculators?

Answer. I do not know.

Interrogatory sixth. Did or did not McLaren act as one of the clerks or assistants of the company in their executive business, in buying and settling with the officers for the lands bought by the company?

Answer. I do not know, he was a clerk of the company at their own sales.

Interrogatory seventh. Were or were not the register and receiver, Gwin and Sterling, cognizant of the existence of this company of speculators? State all you know on this subject.

Answer. I do not know, but presume they did; the subject was one of common remark; their acts were public, and I supposed the sales on Wednesday delayed for the convenience of the company; but these are mere inferences.

Interrogatory eighth. When lands were bid off, was it, or not, frequently asked who got that land; and was not the answer frequently given, the company?

Answer. The question was frequently asked, and when one of the committee of the company was the buyer it would be answered, the company.

Interrogatory ninth. Was or was not the office accessible to this committee of the company, when other individuals were excluded?

Answer. It was.

Interrogatory tenth. When the public sales were closed, did the company disperse?

Answer. I understood that the company was dissolved after they had disposed of the lands they had bought; but many of the individuals who composed the company remained during all the time that I remained.

Interrogatory eleventh. How were the private entries conducted during the time you remained? Answer fully every circumstance within your knowledge.

Answer. Applications were handed in for lands in a given township, for a given time, designated by the register; when the time expired, the register would announce such names as had applied for the same land, and would say, you can bid here, or settle it among yourselves; the applications would then be withdrawn, except one; the applicants would then go into the yard and bid for the tracts they bought of the government, and divide the profits.

Interrogatory twelfth. What was the highest, and what the lowest dividend that you know to have taken place in relation to one tract?

Answer. Thirty-two dollars and fifty cents was the highest, and four dollars and fifty cents the lowest; in the last instance there were twelve or fifteen shares; perhaps there was an instance in which the dividend amounted to fifty dollars.

Interrogatory thirteen. During the time designated by the register for receiving applications, were any of the speculators admitted to his room and allowed to see the applications filed by settlers?

Answer. Some of them were; I do not know that all were; these men would in some instances, I observed, put in counter applications, and then had to be bought off. I do not know that the register showed them the applications.

Interrogatory fourteenth. Name some of those who thus had access to the office?

Answer. Conolly, R. J. Walker, Ellis and Barnard, Gray of Natchez, were allowed access to the office at those periods, and possibly some others.

Interrogatory fifteenth. Do you know of any instance in which the register departed from this rule, and signed an application as soon as presented to him?

Answer. I do not.

Interrogatory sixteenth. Do you know whether fees were paid to the register and receiver, or either of them, for services required of them by law?

Answer. The receiver required a per cent on money deposited; this I looked on as a private transaction, and not official. The per cent was very small.

Interrogatory seventeenth. Do you know whether Samuel Gwin, R. H. Sterling, or George W. Martin, is concerned in any of the town locations, or have been engaged in speculations in land in this district?

Answer. I understood that Gwin and Sterling were interested in Chocchuma; I know that George W. Martin is interested in Tullahoma; I am also interested.

Interrogatory eighteenth. Under what title does the company hold that town, and was Martin interested before the location of the float?

Answer. The float of John Donolly, under the treaty with the Choctaws in 1830; I think he was not interested when it was located.

Interrogatory nineteenth. When did Martin become interested?

Answer. I do not know precisely.

Interrogatory twentieth. Was said tract improved at the time said float was laid and recognized by Martin?

Answer. It was; John Balfour lived there and kept a ferry, and one Cleveland was living there and keeping a store.

Interrogatory twenty-first. Who applied to Martin to locate said float?

Answer. John Watt and Hiram G. Runnels purchased of Donolly, as I heard Runnels say; and Runnels had the location made at Elliot.

Interrogatory twenty-second. Was there any Indian improvement on the section of land on which the Donolly's float was laid, and where Tullahoma is now situated?

Answer. There was an Indian lived on the section in 1830; and had a cabin, and had a small field of three or four acres.

Interrogatory twenty-third. Had Hiram G. Runnels ever been on the land named, before the location was made?

Answer. I heard him say he had been there and staid on the place all night.

Interrogatory twenty-fourth. Did Belfour or any other person ever claim compensation of the holders of the Donolly claim, for the improvement on the tract where it was located? If so, state who are the proprietors of said section of land, and who contributed towards satisfying said claim, and to what amount?

Answer. Belfour asked the proprietors to pay him for the improvement that he had made; and also, for such as he had purchased. The company agreed to leave it to reference, which was done. The referees decided that the improvements were worth between six or seven hundred dollars; I think $680; and we agreed, among ourselves, that we would pay double the amount, and each proprietor agreed to pay an equal share. Hiram G. Runnels, proposed to give Belfour one eighth of land as a present; and another proprietor did the same thing. This offer (of charity, as I consider it) was made before the arbitration; Hiram G. Runnels, John Watt, John C. McLemore, George W. Martin, John L. Irwin, W. H. D. Covington, Larkin Cleveland were of the company. Wm. M. Gwin, bought a part of McLemore's share, and a few weeks afterwards sold it to Thomas B. Ives; this sale was after he, Mr. Gwin, was appointed marshal of this State. Franklin E. Plummer, as I understood, was one of the company, but received a letter from Mr. Belfour, accusing him of a breach of understanding between them; he then withdrew his name, and entered Joseph Plummer's name. Wiley Davis was one of the company, and I am not certain as to the names of other proprietors.

Interrogatory twenty-fifth. What do you think the improvements were really worth, for which Belfour received pay, and what was the value of the other improvements not owned by Belfour?

Answer. I think Belfour's not worth more than $340. I presume the referees misunderstood us, and

assessed the double instead of the real value: the other improvements not belonging to Belfour were valued at $50.

Interrogatory twenty-sixth. Did Martin pay his quota of the same to be paid Belfour?

Answer. He promised to do so; but I do not know that he has as yet paid it; but I presume he has.

Interrogatory twenty-seventh. Were you present at the public sales when Gold and Martin were each bidding for land of the United States, adjoining the Oxbury location, where Martin then, and still resides? If yes, state all that occurred on that occasion.

Answer. I was present, and heard some land sold which I understood adjoined Martin's. Martin and Gold were bidding, and the land was run to $16, when Colonel Sterling, the receiver, put his head out of the window and required Mr. Gold to make a deposit of money before his bid could be taken. Some words ensued, and without another bid the land was knocked off to Gold; next day it was announced that the land was forfeited; it was again set up and sold to Martin, I think for six dollars per acre. Mr. Gold had previously bid off a number of eighths, one as high as eight dollars per acre, and were then not paid for, the bids were said to be for Campbell; there was a deposit of about $4,000 then in the receiver's chest from the mercantile house of Campbell, deposited by Gold in Honley's name. Honley and Gold were both clerks of Campbell.

JOHN H. McKENNIE.

No. 10.—John Smith's testimony:

John Smith was next called, and sworn, and deposed as follows.

Interrogatory first. Were you present at any time during the land sales at Chocchuma, in October and November, 1833? If yes, state how long.

Answer. I was present a short time, say five or six days of the sale, or more; I live at Elliot, and entertained a great many persons, and consequently could not attend long at a time.

Interrogatory second. Previous to the commencement of the sales, have you any reasons to believe that there were formed one or more companies of speculators to buy in the lands? if so, state them, and give names.

Answer. It was reported that there were two prominent companies, the one called the Alabama, the other the Mississippi company; I heard it as a common talk, and among others by Malcolm Gilchrist, Robert Jamison, Jr., John B. Jones, and Dr. John H. Hand, that there was an Alabama company, and a Mississippi company, who it was apprehended would come in competition. The relative strength of each company, was a common subject of discussion at my house; some thought one, some the other; and in these discussions, I heard many names as belonging to the company; among others, that of Robert J. Walker, Thomas Barnard, Wyley Davis, Hiram G. Runnels, and I have forgotten if there were any others, of Mississippi: and Malcolm Gilchrist, Mr. Jamison, Dr. Hand, Mr. Wood, Mr. Driver, of the Alabama company. About the time when it was reported that a union of the companies had taken place, Dr. J. H. Hand told me that the two companies had united and made provisions for the benefit of the settlers, as well as the speculators, and to prevent a competition between the speculators and settlers; he advised me to join the company; I replied I thought it then too late, he said he would assist me in getting in; I then told him I had not means to speculate on.

Interrogatory third. At what time did Col. G. W. Martin decide on Indian reserves, and at what place? State generally all you know, calculated, in your opinion, to promote the present investigation.

Answer. I kept a boarding house, and by reference to the date of the account of Col. Martin, I find he commenced boarding with me at Elliot, on the 13th of September: he proclaimed in my hearing, and I think advertised, that he would open his office next morning at ten o'clock. The first application handed in was that of Mr. Franklin E. Plummer, for a quarter section float to be laid at Belfour's ferry; this was on Saturday, as I think. Soon after, I think on the evening of the same day, Governor Reynolds made application to locate a section float on the same land. Some time during the next week, by appointment of Col. Martin, the two parties appeared before him, and discussed the merits of their respective rights to the land. There was a good deal of debating, but I was not admitted within the room, and could only learn who were the speakers from their voices, or by looking through the window. Col. Martin finally decided that inasmuch as Governor Reynolds' claim was the largest, though the last applicant, that he should have it. Mr. Plummer manifested great dissatisfaction, and told me he despised the principle on which the decision was made, but should make no noise about it; perhaps there might be a hearing hereafter. He said further, that he would lay the float on a quarter of the section adjoining, which he thought would probably be as valuable as the other, if suffered to lie there.

Interrogatory fourth. What do you know in regard to James Oxberry's claim, being the tract of land on which G. W. Martin resides? State whether there was any improvements made, and where Oxberry lived at the time of the treaty, &c.?

Answer. I never was on the tract of land until near a year after the treaty. Oxberry lived about three-quarters of a mile of me, (at Elliott) on a place which he bought from William McCoy, who bought it from David Oxberry the original proprietor, as I understood by the family. He, James Oxberry, tended a small crop, during the year 1830; I know he continued to live there until after the treaty, and believe he did not move away until after the following Christmas. The place where he lived is now in possession of Mrs. Nancy Carr, but was sold at the sales as public lands.

Interrogatory fifth. Had or had not David Oxberry a reservation allowed him at the place on which he settled after removing from the place where James Oxberry lived at the time of the treaty? If so, how much?

Answer. He had three quarter sections allowed him.

Interrogatory sixth. Has he since sold it? if yea, to whom? and for what price? and to whom since sold, and for what price? State all you know in regard to it.

Answer. He sold it to John T. Hammond; the price I forget, though both of them told me: I believe, however, about two thousand dollars. I have understood it has since been sold to John McLemore, and Col. G. W. Martin; this I learned from Hammond, about the first of May, or in April.

Interrogatory seventh. Previous to the treaty of 1830, did you ever hear James Oxberry say he had any improvement on the tract of land where G. W. Martin lives? Were you in the habit of talking with Oxberry about his affairs? and when did he first tell you, or did you learn, that he claimed a reservation on said tract, where said Martin lives?

Answer. I do not recollect ever to have heard him or any other person say he had. I was in the habit of talking with him about his affairs, and thought I knew as much about them as he did himself; I cannot tell the exact time when I first heard of his claim on the north of the Yellowbusha (the Martin place) but know it was some length of time after the treaty.

Interrogatory eighth. Are you acquainted with the general character of Joseph Persons, Green Hastings, Abel Beaty, Jacob Thompson, John T. Hammond, and Kelsey H. Douglass, witnesses in this investigation?

Answer. I have known the first three for about two years; their characters, I believe, stand fair in every respect; the others I have known longer, and can say the same of them.

Interrogatory ninth. Where did you reside in 1833?

Answer. At Elliott, three miles east of this place.

Interrogatory tenth. Was the notice of the time and place for the sales of the lands, of which you have spoken, sufficient, to a reasonable extent, to enable the planters to be prepared with money at the sales?

Answer. There was great complaint among the people, against the President, for hastening the sales so unexpectedly. Both Colonel Gwin and Colonel Sterling, the register and receiver, staid at my house, and seemed to be of the opinion that there would be no sales in the fall; and when the notice came on, they seemed, from their conversation, to be taken as much at a nonplus, as others. The season of the year was one when the planters have least money, and there were no banks or mercantile houses able to advance money, to such as had credit to borrow money in that way, within any reasonable distance of this part of the State. The general sentiment among the common class of people was, that the lands would go into the hands of wealthy men, who could raise large sums of money on short notice, and that the season of the year, together with the shortness of the notice, gave such men almost entire control of the sales; and such is my own opinion. R. J. Walker, in a speech to the people, before Colonel Pratt's tavern, by way of recommending the terms proposed by the speculators, said, that it had always been the wish of the President, for the people to get the land at $1.25 per acre; and he said it was not only the wish of the President, but had always been the wish of Mr. Jackson. That the government had fixed the price of the land at a dollar and a quarter per acre, and, by the arrangement proposed, the company could get their lands at that rate, and so could the people if they closed in with the terms then proposed to them, and that this would be perfectly satisfactory to the President. This struck me at the time as something very singular, being, as I thought, contrary to law, as well as the usage of the government heretofore. I am not certain that I have used the exact words of Mr. Walker. I was much struck with that part of his speech, and have no hesitation in saying, they convey the exact idea. There is another circumstance, which has just occurred to me, which I think it my duty to state. On the morning that Mr. Walker made his speech, I went into the land office, and saw Colonel Samuel Gwin in conversation with some of the company of speculators, conversing on the subject of the company. When they went out, Colonel Gwin turned to me and said, "By George! they are about to form a company which is illegal. I expect it will break up the whole sale, and I hope it will."

JOHN SMITH.

No. 11.—James Sims' testimony:

James Sims was next called and sworn. (I did not deem it expedient to take down his testimony in relation to such facts as are already well established, by several witnesses previously examined.) The said Sims deposed as follows.

Interrogatory first. Were you present, at this place, at the sales of the lands of the United States, in October and November last?

Answer. I was generally present during the whole sales.

Interrogatory second. Was there any company or association of individuals at said sales? and if yes, state how many companies; the names and residence of each individual thus associated; the time when and the means by which you became acquainted with their existence, and also the object of such associations?

Answer. On Tuesday, the second day of the sales, I understood that there were three companies of speculators on the ground, associated together, to speculate on the public lands then offered for sale. These companies on Monday, and perhaps Tuesday, came in conflict in bidding for some lands in the Yazoo valley, and ran them very high, but I cannot state the amount. Colonel Irwin and myself were in conversation on Tuesday; and a number of the settlers came and requested us to go with Captain Howard and another person to meet the speculators, who, they said, had promised, if they would give up all their numbers, they should get their settlements at government price, and that they would make such an arrangement, if a committee, on the part of the settlers, would meet them. Accordingly we met in a room at the upper chamber of Colonel Pratt's tavern—Mr. McLemore, of Tennessee, Robert Jamison, jr., Malcolm Gilchrist, Isaac Lane, of Alabama, Thomas Bernard, Robert Walker, and Thomas G. Ellis, of Mississippi, on the part of the respective companies. We were informed that the three companies of speculators had united, that they would offer these terms to the settlers; that is, the settlers must give up to the company all the numbers they had taken, whether for the lands they lived on, or others which they had selected with a view of purchasing, and agree to bid for no lands whatever at the public land sales at Chocchuma. That the company would buy the land at as low a rate as practicable, and the settlers should each have, at cost, one eighth of a section, if one eighth would cover his improvements; if not, a quarter section. That the lands of the company should be set up at public sale, and the proceeds divided among the company in proportion to the stock of each individual. They also stated, that the settlers need fear no one who came from the States of Tennessee, Alabama, or Mississippi, solely with the view of speculating, as they believed all such had united with the consolidated company, which they then represented. The only competition, they said, which the settlers need to apprehend, was citizens from a distance, who came to buy lands with a view to settlement. That it would prevent the settlers, and speculators, from coming in conflict; and that they thought, by this means, nearly all the lands could be bought in at government prices. We urged that more land should be allowed to the settlers, at least one quarter section, any how; this was refused. We then went and reported to the citizens the terms we had made. The report did not seem to give general satisfaction. The company then directed Mr. Walker to address the people in a speech, and read them the articles of agreement. So far as it concerned the settlers, this quieted the discontented, except in a few instances. Of gentlemen who

would not accede to the terms, Mr. Ford who lives above this place, refused to have anything to do with this company; Colonel Campbell, of Tuscahoma, and some others, took the same stand, and the company ran their land on them very high.

Interrogatory third. Who acted as bidders for the company?

Answer. Walker, Davis, Green, Lane, Jamison, Gilchrist and Glover, and perhaps others.

Interrogatory fourth. Was either of the auctioneers at the public sales, connected with the company?

Answer. As one of the committee on the part of the settlers, I was often in company with the speculators, and in their consultations; Mr. Holt seemed to take a part generally; from this I inferred that he was concerned with them; Mr. Rather I viewed in the same light, from the same circumstance.

Interrogatory fifth. Give the names of the members of the several companies?

Answer. I cannot name, at this moment, any member of the original Tennessee company, but that of John C. McLemore; there was another person, who acted with him, for the Tennessee company, but I cannot now call his name to mind. R. J. Walker, of Natchez; Thos. G. Ellis, of Adams county; Thomas Bernard, of Natchez; Col. Holdiness, of Lownds county; Dr. John H. Hand, of Columbus; Mr. Gibson, of Oktibihaw county; John D. Jones, of Lownds county; Lemuel N. Hatch, of Lownds county; and Thacker W. Winter, were of the company, from Mississippi. I believe that James McLaren, of Clinton, was also of the company, as he was much engaged with the consolidated company, in transacting their business; but I did not hear him say so. I think, Mr. Lloyd, of Carroll county, I believe, also belonged to the Mississippi company. Robert Jamison, jr., of Pickens county; Col. Burnett, Driver Anderson, Mr. Green, Malcom Gilchrist, and his brother, whose christian name I do not know, I think of Lawrence county, Alabama; Major Coopwood, Col. Weaver, of the county that Salma is in; Mimms Jamison, of Tuscaloosa county; and Allen Glover, of Demopolis, all of Alabama, composed, as far as I was informed, the Alabama company.

Interrogatory sixth. Who acted as auctioneers, at the United States sales?

Answer. Holt, Rather, and McLaren were the principal criers.

Interrogatory seventh. Was either of the officers of the United States, then at Chocchuma, concerned with said company?

Answer. I do not know, of my own knowledge, of but one; Col. G. W. Martin told he was concerned. I have no doubt but several other individuals were of the company, but I am not able to name them. Mr. Girault had located a float at the improvement of Capt. Smith, my father-in-law. I went to see the company, and met five or six of them near door of the land office, and told them that, on the part of the citizens, we had forgotten to provide for settlers, who had been floated off their land; and I thought it right that such should be allowed to select a quarter section, and come under the rule in favor of settlers. Col. Martin was amongst them; Gilchrist and several others refused, and walked off, when Col. Martin told that he, as one of the company, thought Capt. Smith's case a hard and peculiar one, and that he would be willing to let him in. I heard it said that Dr. William M. Gwin, the United States marshal, was a member of the company, and frequently saw him apparently in consultation with them, but did not hear him say that he was one; I was informed that he was one. I was informed that he had two shares, though I forget who told me. At the private entries, I saw him put in applications for land, in the names of several persons who were absent; and he said he was authorized to do so; at the conflicts, he would withdraw, when the conflicting claimants would do so, to go out and bid among themselves, to divide the profits; though I do not know that he received money to do so. I saw Col. Samuel Gwin, the register, file applications in the same way; but I do not know whether they were withdrawn or not.

Interrogatory eighth. Were the officers, conducting the sales on the part of the United States, apprised of the existence of the company of speculators?

Answer. I presume they could not have been ignorant on the subject; the committee on the part of the company for transacting business, at the close of the sales in each day would go into the office and pay for the land, and then transfer before Colonel Samuel Gwin the receipts of the receiver, to the settlers, and others who purchased from the company. For each transfer Gwin charged one dollar. Thacker Winter, of Madison or Hinds, informed me that Colonel Samuel Gwin applied for leave to put stock in the company, but applied about fifteen minutes too late, as the company had closed their treasury doors, until the stock then on hand should be exhausted. Witness does not recollect any other fact within the scope of the inquiries instituted by the Senate of the United States, unless it is unlawful for the officers to purchase at the sales; Colonel Sterling told me that he had bought some of the land.

Interrogatory ninth. Was Wm. M. Gwin, at the time of the sales, the marshal of the United States for this district?

Answer. I did not know him then to be the marshal; neither do I know when he was appointed.

Interrogatory tenth. Where did you reside in 1833?

Answer. At Elliot, three miles from this place.

Interrogatory eleventh. Was the notice given by the Government of the United States, such as to give planters and citizens reasonable time to provide money, so as to secure their homes?

Answer. I do not remember when the President's proclamation bears date; but the time the notice reached this part of the country, was entirely insufficient; it was at a season when money could not be raised from the crop of last year; and sufficient time was not afforded to enable the citizens to go to distant places to procure means. I do not think that there were two in five able to get money. This I think was owing to the season of the year, at which the sales came on, together with the shortness of the notice, by which, those not having credit in banks, or with able mercantile houses, were not able to raise money. Mr. Walker, in his speech, before spoken of, by way of recommending the proposals of the company to the people, said that the arrangement would enable the people and the company to get the land at $1.25 per acre, and that was all the government wanted; if such was the policy of the government, I do not think the notice too short; for a few men came prepared with large supplies of money; John B. Jones told me, that Robert Jamison, jun., and himself, were concerned, and came down to lend the people money, as there was notoriously none in the country. I rode with Jones several days to show him the country, and he told me to direct those who wanted money to come to him, and he would loan them money at fifty per cent, taking a lien on their land. Jones lives in Lownds county, Mississippi, and Jamison lives in Pickens county, Alabama.

Interrogatory twelfth. Were you present at any time during the land sales at Columbus, during the last fall? If so, state how they were conducted; whether there was any combination similar to that at Chocchuma?

Answer. I was there off and on pretty much all the time during two weeks of the sales; there was a company already formed when I arrived, on the identical principles on which that at Chocchuma had been established; with the exception that, in consideration that the settlers would give up all the numbers to the company they had taken, and not bid against the company, they should have, at cost, as much as a quarter section of land. I was present at one of the sales of the company lands, at which all persons were permitted to run land as high as they pleased. I cannot say positively that the officers of the Columbus land office were knowing to the fact of there being a combination, or company for that purpose, as I saw nothing in their conduct indicative of the fact, except Colonel Nimrod Davis, of Lownds county, Mississippi, who acted as crier at the Columbus land sales; he appeared to understand fully that there was a company, and all their arrangements, as he appeared to me, out of doors, to act in concert with their wishes, frequently while I was present.

JAMES SIMS.

No. 12.—David W. Mitchell's testimony:

David W. Mitchell was next called and sworn, who deposed as follows.

Interrogatory first. Have you entered any land at this office at any time? if so, state what were the circumstances attending such entries, and the conduct of the land officers in regard thereto?

Answer. I applied for a forty acre lot, by presenting an affidavit according to the act of Congress. The register was engaged, and said he could not attend to it then, but told me to leave my application and call again. I left my money with Mr. Ives, Colonel Gwin's clerk, also the application; in a few days I called again and Mr. Ives handed me my receipt. I discovered, immediately on reading the receipt in the office, that there was a mistake, and that the receipt did not call for the land I wished to enter. I immediately requested Cols. Gwin and Sterling to rectify the mistake; they positively refused, saying there never had been any mistakes of that nature rectified in the office, and that they had adopted it as a rule not to correct such mistakes; the error still remains uncorrected.

Interrogatory second. Have you any knowledge or information of any similar error, in regard to a forty acre lot being corrected by the land office?

Answer. I am informed by Thomas J. White, that a similar mistake was made with him, and that it was corrected on his paying the receiver five dollars; in conversation with Colonel Sterling this day, he confirmed the statement of Mr. White, and alleged as a reason for making the charge, the great trouble it would give him to alter his books.

Interrogatory third. If you know anything further, state it.

Answer. I know nothing more touching the conduct of the officers or others, of importance to be known.

Interrogatory fourth. (By the receiver, put to Mr. Mitchell.) Have you any knowledge of my having consented to the correction of an error similar to yours, subsequently to your application, except in the case of Thomas J. White?

Answer. I have not.

DAVID W. MITCHELL.

No. 13.—Thomas J. White's testimony:

Thomas J. White was next called and sworn, and who deposed as follows.

Interrogatory first. State all you know in regard to any transaction you may have had with the officers of the land office at Chocchuma, in at entering land, or correcting errors as to land entries, fees by you paid, and state fully.

Answer. Some time in the month of February last, I applied to the register of the above-mentioned land office, to enter one eighth, and forty acre piece of land. I entered them; the reason why I did not take the whole eighth, was because I had not the money; a short time afterwards I got it, and returned to the land office, for the purpose of entering the other half of the eighth that I had taken a part of. I asked Colonel Gwin if it was not possible for me to withdraw my application for the forty acre piece, and take the whole eighth, and give me a chance to take two other forty acre pieces? He said that it was; he then returned to the receiver and asked him concerning it; then Colonel Sterling at first positively refused, and said the entry had gone through his books. I observed that if he would make the alteration I would fully compensate him for his trouble, if it took five, ten or fifteen dollars; he then said he would do it for five dollars. I told him I would give it. He made the necessary alteration, and I paid him for so doing, and afterwards took two other forty acre pieces of land. I probably, in conversation with Mr. Mitchell, afterwards, might have made use of language which led said Mitchell to believe that there was an inconsistency in the conduct of the register and receiver, but if he drew any such inference, he was mistaken.

THOMAS J. WHITE.

No. 14.—Thomas G. Nixon's testimony:

Interrogatories propounded to Thomas G. Nixon, of Carrol county, Mississippi, formerly of Hayward county, Tennessee, touching the sales of public lands at Chocchuma, and before Mr. James R. Marsh, this 23d June, 1834, with his answers thereto.

Interrogatory first. Were you at the land sales at Chocchuma, during the last fall? If so, state all you know, as to the conduct of the land officers and speculators and others, so far as the same is sought to be learned by the resolutions of the Senate of the United States, just read by you.

Answer. I was at the land sales nearly the whole time; the sales were opened on Monday, and on the Wednesday following, (as I think,) it was proclaimed by R. J. Walker, of Natchez, in a speech, that a company was formed for buying land, and that an arrangement was made for the protection of settlers, and he read such portions of the articles of agreement, as he said interested the settlers. The terms proposed by Mr. Walker, were that each settler should furnish his numbers to the managers of the company, who would bid off his land, and let him have one eighth of it, including his improvement, and a quarter section, if so much was necessary to cover his improvement, at what it cost the company. Mr. Walker was concerned as a speculator and a bidder for the company, and bid off a great deal of land for it. On each day after the organization of the company, the company offered at public auction, all the lands that they had bid off during the day, in a room of the tavern, about thirty or forty paces from

the land office, and at which the land officers appeared to be boarding. A Mr. Rather (said to be of north Alabama) acted a part of the time as auctioneer, both for the company and at the government sales during the day.

Interrogatory second. What were the terms of sale of the land company at their auction?

Answer. I believe the sale was for cash, and the amount at cost — the minimum.

Interrogatory third. Were you or not at the time of the public sales at Chocchuma, in October and November, 1833, and when you were bidding, required to deposit your money before your bid would be taken? By whom was this requisition made? In whose hands was the money required to be deposited, and was it so deposited?

Answer. A deposit was required of me when I was bidding by the receiver, Colonel Sterling, and I made a deposit with the receiver; a friend by me protested against the requisition. Whether the requisition was first suggested by one of the speculators or the receiver, I am not able to say.

Interrogatory fourth. How many speculating companies were there in attendance during the sales, so far as you know, or from report?

Answer. On the first day, I knew of but one, which was from Alabama, composed of Malcolm Gilchrist, Mr. Lane, Mr. Driver, Mr. Harris, Mr. Glover, and Mr. Woods, Mr. Gouldsby, and perhaps others, whose christian names I do not know. These men were together, and from their conversation I learned that they were associated in speculating. Driver came to me and told me if I did not join their company, he would buy the land on which I was settled. He proposed I should put in my money and give them my numbers, and draw of the profits in proportion that my funds bore to them. I refused, and bid defiance to them, telling them that I knew they had more money than I had, but that I intended to purchase my land or run it to a price that they could make nothing on it. I understood that there was another at the commencement of the sales, or afterwards, called the Mississippi company. Robert J. Walker, Thos. G. Ellis, Thos. Bernard, and others, were said to be of this company.

Interrogatory fifth. Was there any other transaction between you and any company of speculators at said sales other than what you have already stated?

Answer. Some of the land was run on me by a company of speculators; and Wiley Davis of Holmes county, Mississippi, told me that I better get Robert Walker to bid for one eighth of land that I wanted; which I did, and Mr. Walker bid it off at $1.62 per acre; and I subsequently sold it for $16 per acre; this was before the consolidated company was formed.

Interrogatory sixth. Was it not obvious, to all persons in attendance, that there were companies of speculators, from the open manner in which they operated?

Answer. I think it was.

Interrogatory seventh. Were you present at any time during the first two weeks of private entries? If so, state whether you saw and heard conflicting applicants bidding for land out of doors, among themselves.

Answer. In answer to an inquiry by me, made on Saturday, before the office would be open for private entry, Colonel Gwin told me that applications filed in the morning were no better than those filed in the evening; that he would look over them during the night, and the next morning let it be known who conflicted. I got here about ten o'clock on Monday, the first day; and an eighth that I wanted was entered, owing to a change of rule after my conversation with Colonel Gwin.

Interrogatory seventh. Were you present when Mr. Gold was called to make a deposit while he was bidding against Colonel George W. Martin? If so, state whether the eighth of land for which they were bidding was set up immediately and sold, on Gold not making a deposit.

Answer. I was present. Colonel Sterling demanded from Gold to make a deposit; he either refused or neglected, and the land was immediately set up and sold, and Colonel Martin bought it for six dollars per acre, and when Gold was required to make a deposit, it was crying at sixteen dollars and perhaps some cents per acre.

Interrogatory eighth. Do you, or do you not think the eighth just mentioned bid for by Gold and Colonel Martin, was very high at what Colonel Martin actually paid for it, being upwards of six dollars?

Answer. I do think it was.

T. G. NIXON.

No. 15.—David O. Shattuck's testimony:

David O. Shattuck was next called and sworn, and deposed as follows.

First interrogatory. Is there any instance in which you have known R. H. Sterling, the receiver of public money of the United States at Chocchuma, to exchange money in his hands for bills or notes of banks not current? If yea, state every particular.

Answer. I was in the office of Col. Sterling in January last, and saw him exchange, with a horse trader, from one to two thousand dollars. Sterling took Mississippi bills, and gave Tennessee bills, I think on the Union Bank. Sterling charged and received one per cent for the exchange of bills.

DAVID O. SHATTUCK.

No 16.—Colonel Robert H. Sterling's testimony:

Colonel Robert H. Sterling, the receiver of land office, was then called, and sworn and examined touching the conduct of others, and not himself, in relation to the subjects of investigation instituted by the Senate by their several resolutions which accompany my commission.

First interrogatory. Did you act as receiver of public moneys of the United States at the land sales in October and November last?

Answer. Yes. I transacted all the business in that department during the sales, with the assistance of a clerk, and since, except when I have been absent to deposit the public money in bank, and then the business was transacted on my responsibility.

Second interrogatory. On whose recommendation were the auctioneers employed to cry the public lands at said sales appointed?

Answer. There was no particular recommendation that I recollect at this moment. Rather was one of the criers, and was appointed by Col. Gwin. Some gentlemen in my presence said Rather was a good crier, and I made no objection. Mr. Griffin, of Clinton, had first applied to me to be crier, and I felt

myself inclined to appoint him; however, Griffin was present, and expressed no dissatisfaction, but occasionally cried.

Third interrogatory. Was or was not Samuel Gwin, Wm. M. Gwin, or George W. Martin, interested in the company of speculators at said sales?

Answer. I do not know that Samuel Gwin was; I am of the opinion, from the appearances that came under my observation, that William M. Gwin and George W. Martin were.

Fourth interrogatory. State all you know which led your mind to this conclusion?

Answer. George W. Martin remained here but a short time after the sales commenced before he went to Columbus; common rumor said he was a subscriber to the articles of agreement of the company. I never saw the articles myself. William M. Gwin, in and out of the office, appeared to be active in all the operations that were going on among those who were speculating in lands, both at the public sales, and private entries for the first six days next after the public sales were closed, though I never heard him say that he was a member of the company.

Fifth interrogatory. Was or was not William M. Gwin employed to assist Samuel Gwin, his brother; and did he not have entire access to the papers of the register's office, both during the public sales, and the private entries for the first six days after the public sales were closed?

Answer. He frequently assisted him in calculating the area of the subdivisions of the sections during the time he remained here, which covers the time stated in the question, and frequently assisted me in my calculations, and had access to the register's office at all times.

Interrogatory sixth. Did William M. Gwin participate in the profits made by out door competition in the speculations of conflicting applicants who had withdrawn their conflicting applications at the private entries?

Answer. I never saw him receive a dollar from any of them; he seemed to be engaged in business with them, but my knowledge is limited as to details and particulars on this subject, for my own duties occupied all my time, day and night.

Interrogatory seventh. Did Mr. Plummer, Judge Black, or Colonel Bell, of Tennessee, or any other officer of the federal government, unite with the company of speculators in their proceedings at said sales, or was any general officer of this State so engaged?

Answer. Not that I know of; Mr. Bell informed me that he came here to procure land for a plantation.

Interrogatory eighth. During the sales, and the next six days succeeding, were or were not certain individuals allowed free access to the register's office, and others excluded? If yea, give the names of those so admitted.

Answer. The register's and receiver's offices were kept in the same room; all persons, without distinction, were admitted to transact their business as fast as it could be dispatched, and the press was frequently so great, that persons not having business were desired to leave the room; and it became indispensably necessary, at times, to shut and lock the door to keep them out. On my part there was no distinction made, and I do not know that the register did draw any such line.

Interrogatory ninth. Was the west half of section number thirty, in township twenty-two, range three east, and covered by a float of Willis Harkins, improved land at the time of said location?

Answer. In June, 1833, I was first on that place, and a Mr. Everett was then living on it, and had in cultivation a field of thirty or forty acres; there is evident marks on the land of ancient improvements.

Interrogatory tenth. Will you describe all that occurred between Samuel B. Marsh and others, in your office, on his application to obtain land for John Jones?

Answer. On the morning of the 22d of November, Samuel B. Marsh came into the office very early, and complained of the practice then going on in the private entries; he presented to me three applications for John Jones for $321\frac{19}{100}$ acres, and asked Col. Gwin to sign them; he refused, and said he must put them in and take their chance among the rest. Mr. Marsh remonstrated, and insisted that he should sign them, and Colonel Gwin still refused. Marsh then asked him to acknowledge that he had then applied for Jones, and that there was no other application for the same land at that time. Mr. Marsh, after a short recess, came to my desk, where I was engaged writing, with the applications, and tendered me the money for the land, and asked for my receipt; I was about to give it, but discovered that the quantity of acres was not stated, which was the register's business, and that I could not ascertain the amount to be paid. Colonel Gwin, in the mean time, had gone out, and William M. Gwin at this moment stepped in, and said, "I will answer you, Mr. Marsh," and then, at the request of Marsh, he supplied the defect in the applications. Whilst I was making out the receipts, and as they were nearly finished, Mr. Marsh, who was standing by me and reading the numbers of the land, as I filled up the receipts, observed B. C. Burnett, who was said to be a speculator, looking over his shoulder; the receipts were immediately finished, signed, and handed to Marsh, who then used some harsh epithets to Burnett for his impertinence. Colonel Gwin about that time returned and seemed excited, and some warm language passed between him and Marsh, in which William M. Gwin joined, and added he should not have had the area if he had known his object. Several persons joined in, and there was considerable altercation among them: Samuel Gwin declared he would never sign the applications, and never send the papers on, because it was a violation of the then rules. Marsh threatened him with legal proceedings to compel him, and Doctor William M. Gwin said he would purchase the land, and contest the title; the parties, however, during the day settled the difficulty, and the land dealers on that, or in a few days afterwards, dispersed.

Interrogatory eleventh. How much land was bid off and forfeited on the first and second days of the sales? State the prices bid, and the persons in whose names struck off.

Answer. I do not know with precision; I think but a small amount. Colonel Gwin is absent, and has filed away the original abstract sheets containing the information.

Interrogatory twelfth. What quantity of land was sold in the first two days and for what sum? State each day separately.

Answer. On the first day $3,180\frac{98}{100}$ acres sold for $8,111.33; and, on the second day $9,346\frac{44}{100}$ acres were sold for $19,454.38.

Thirteenth interrogatory. What quantity was sold on the two following days?

Answer. On the third day, $4,400\frac{38}{100}$ were sold for $6,795.21. On the fourth day, $8,325\frac{18}{100}$ sold for $13,001.12.

Fourteenth interrogatory. What was the number of eighths of land entered at private sale from the time of the commencement of entering until Samuel B. Marsh applied for Jones's land?

Answer. About thirty thousand acres.

Fifteenth interrogatory. How many eighths were bid off before the register by conflicting applicants, at the time of Jones's entry by Samuel B. Marsh?

Answer. About twenty.

Sixteenth interrogatory. You will state what has been the conduct and practice of receivers of public moneys, in the land offices of this State, on the subject of exchanging bank bills, so far as you may know anything calculated to answer the inquiry contained in the resolution of the Senate, which has just been shown you.

Answer. I know nothing of any established rule amongst receivers, on the exchange of money. I have, on some few occasions, exchanged money at a small premium, but have not, in any instance, given in exchange current bank paper or specie for uncurrent bills, although receivable for land; Alabama and Tennessee, for instance. The former I knew to be under par at Natchez, something like ½ to 1 per cent. I know it to be an accommodation to the Planters' Bank to exchange the Tennessee or Alabama money for that of the Agricultural Bank, or any of the banks in Louisiana, because they can more readily command the specie for it.

The following questions were put at the request of Col. W. G. Martin:

Interrogatory. Were you present on the 14th of September, when the locating agent opened his office at Elliott? If so, state what was his course generally respecting floats, or applications to locate reservations under the treaty of Dancing Rabbit creek. What do you know respecting the application of F. E. Plummer, applying to locate a float, and what was the character of that claim? What was the character of the float laid on Belfour's bluff?

Answer. I was at Elliott on the day that the locating agent opened his office for the reception of applications to locate reservations; he proclaimed aloud, that at a certain hour he would receive applications; when the time arrived, several applications were handed in, two of which conflicted, viz: the section float granted to John Donolly, and a quarter section granted to one of Delila's children; the agent having considered the matter, he decided in favor of the former, and gave his reason to the applicants, (Gen. Runnels and Mr. Plummer,) in substance as follows: the section float was one of undoubted character; the other one comes under the second article in the supplement of the treaty, to be located under the direction of the President of the United States.

Interrogatory. Has G. W. Martin any interest in Chocchuma? If so, how did it arise, and state also if he is interested in Tullehoma?

Answer. When Chocchuma was first settled, he had the offer of a small interest, which he signified he would accede to, but afterwards declined taking it. I am creditably informed that he is interested in Tullehoma.

Interrogatory. Has, or has not, the locating agent, from your own knowledge of his official conduct, been always vigilant, and made every exertion to procure the best information he could in all cases, with a view to do justice both to the government and also to private individuals?

Answer. He has, in all cases, as far as I have any knowledge of his conduct.

Interrogatory. Did you ever hear that there were any doubts respecting the claim of James Oxberry being entitled to be registered and reserved, under the 14th article of the treaty? If so, please state the time, as near as you can.

Answer. About two months ago I heard it mentioned casually, for the first time, that it would be contested.

R. H. STERLING.

CHOCCHUMA, *June* 30, 1834.

I do hereby certify, that the foregoing seventy-eight pages, bound together by a ribbon, and sealed, contain the testimony of the persons therein named, taken under oath before me, by virtue of a commission to me directed, from the Committee on Public Lands, of the Senate of the United States.

In witness whereof, I have hereunto set my hand and seal, this 30th June, Anno Domini 1834.

JAMES R. MARSH, *Commissioner.* [SEAL]

Witness:
R. H. STERLING,
SIMON HUGHES.

DEPOSITIONS FROM INDIANA—WITH REPORT.

INDIANAPOLIS, *January*, 1834.

Be it remembered, that upon examination of the case relating to the official conduct of James P. Drake, former receiver, and Arthur St. Clair, former register of the land offices at Indianapolis, made by T. A. Howard, Esq., United States District Attorney, and agent of the government in this behalf, the following depositions were taken, to wit: the deposition of Thomas H. Sharpe, James P. Drake, (as a witness for Mr. St. Clair,) V. C. Hanna, Arthur St. Clair, (as a witness for Mr. Drake,) B. J. Blythe, Homer Brooks, H. Parke, Basil Brown, Alfred Harrison, Calvin Fletcher, N. Bolton, John Givans, Henry Hunt, Luke Walpole, Thomas McOuat, T. M. Smith, Caleb Scudder, Isaac Kendel, David Bates, Nicholas McCarty, James Morrison, John Cain, Samuel Henderson, Noah Noble, James Blake, James Leviston, also Homer Johnson.

Depositions taken in the examination of the land offices at Indianapolis.

No. 1.—Thomas H. Sharpe's testimony:

Deposition of Thomas H. Sharpe, (first duly sworn) a witness for Messrs. Drake and St. Clair.

Question first. (By Mr. St. Clair.) Did you act as clerk for me in the register's office in this place, and what time did you commence? Had you a stated salary; and was our agreement ever changed after you commenced?

Answer. I acted as clerk in your office from the 9th of June, 1831, until the removal, with the exception of about four weeks; had a stated salary of two hundred dollars per annum, which continued to be my salary the whole time that I was in the office; I was, however, permitted to take fees for making out plats for persons who called for them, but this was no part of the agreement.

Question second. Had you any knowledge of the duties of the office when you commenced; if not, who instructed you how to attend to the duties?

Answer. I had not. Mr. St. Clair instructed me how to attend to the duties.

Question third. What situation were the books and papers kept in generally; were they and the office kept neat and clean?

Answer. They were kept neat.

Question fourth. Were they kept free from dust and dirt?

Answer. The books were kept free from dust and dirt; the papers were exposed in the pigeon holes, but were brushed as occasion required; the office was kept neatly.

Question fifth. How often was I absent from home; did I attend to the office generally in person?

Answer. About two or three times in the year, and about two or three weeks at a time. You attended to the office generally in person.

Question sixth. Was there ever an instance of the applications and receipts being kept back from being entered as they were issued, for the purpose of applying scrip in payment?

Answer. I think not.

Question seventh. Do you know of my ever exchanging scrip? Did you ever pay me one cent for any you may have exchanged?

Answer. I never knew you to exchange scrip. I never paid you anything for what I had exchanged.

Question eighth. Did you exchange scrip; and if so, for whom?

Answer. I did, for Nicholas McCarty, Henry Clark, Ewing, (the Senator in Congress,) and Henry Stansbury, the three latter constituting a firm. Henry Hurst, William Hendricks, Abram Harrison, agent for Jonathan McCarty, Homer Brooks, Thomas Johnston, Colonel Pepper, and perhaps some others.

Question ninth. Do you know of any scrip which you exchanged, belonging to the original owners, or was it not the property of assigners in the hands of speculators before it came to your hands?

Answer. It was in the hands of speculators.

Question tenth. When did I receive instructions on the subject of purchasing and exchanging scrip; and what was my course when I received them?

Answer. May 29th, 1833. When you received the instructions, you in my presence inquired of Mr. Hendricks whether the instructions embraced the clerk; and his answer was, he thought not, he thought it only embraced the officers themselves.

Question eleventh. Did Mr. Gardner admit, after his examination, that the office was well kept, and that he could not find one mistake; and state also what situation the township plats were in when Mr. Gardner came here?

Answer. He stated he would examine no further, that the books were correct. I understood him in this remark to exclude the township plats. The township plats we were in the habit of marking, but there were omissions to mark. They were not relied upon in the practice of the office, except for the purpose of ascertaining the quantity of acres in case of fractions.

Question twelfth. What hours was the office kept open, and did you ever hear any complaint of the manner in which the office was kept; and was I not obliging and accommodating to the purchasers of public lands?

Answer. The usual hours were from sunrise to sunset. We attended to business at any time, (Sundays excepted.) You were obliging and accommodating, and I heard no complaint, from any quarter.

Question first. (By T. A. Howard.) Did you exchange any scrip after the instructions above referred to were received at the office?

Answer. Yes, sir.

Question second. What amount and for whom?

Answer. I do not know. I continued to exchange just as before, until Mr. Gardiner came. I ceased a day or two after he came here, say about the 15th of July.

Question third. How long was Mr. Gardiner here?

Answer. He was here about two weeks.

Question fourth. Did Mr. St. Clair forbid or approve your exchanging scrip after the instructions of May last?

Answer. He did not forbid.

Question fifth. Did he know the general manner, extent, and profit of your exchanging in scrip?

Answer. He knew the general manner, but not the extent or the profit.

Question sixth. Did you never urge an increase of your salary?

Answer. I never did.

Question seventh. Did you make it a general and regular part of your business to accost purchasers who came to buy land with cash, and urge upon them the acceptance of scrip, in lieu of their money?

Answer. Yes, sir.

Question eighth. Did they frequently object, fearing the scrip might not answer their purposes?

Answer. Not frequently, but occasionally.

Question ninth. What was your course when this happened?

Answer. When it happened, I read and explained the scrip. I don't recollect paying any cash, but sometimes made out a plat for the exchange. Sometimes when scrip was applied under the forty acre law, I charged no fee, as notary public, for swearing the applicant.

Question tenth. Was your general course known to Mr. St. Clair?

Answer. My general course in regard to scrip, I presume was.

Question eleventh. Did you not know that if you had not interposed with the scrip that the money would have been paid into the receiver's office?

Answer. If I had not accepted the agency for McCarty he would have exchanged by some other person.

Question twelfth. Was not your scrip agency matter of public notoriety?

Answer. Yes, sir, I suppose it was.

Question thirteenth. What amount of scrip did you exchange?

Answer. About $175,000 worth.

Question fourteenth. What part of that sum did you exchange for original holders of scrip?

Answer. The entire sum was in the hands of assignees and dealers in scrip, except $125, that was issued in Mr. McCarty's own name, as well as I remember.

Question fifteenth. Did you have any understanding with Mr. McCarty, the merchant here, that his scrip was to have preference over the scrip of all others?

Answer. Part of the time I excepted Clark, Ewing and Company, the rest of the time his was to have the preference in any exchange I might do.

Question sixteenth. Was the register's office the place of deposit of money received by you for scrip?

Answer. Generally it was: I paid the money over every night.

Question seventeenth. Did your agency in the scrip business ever prevent you from any duty of the office, either in entering in the register of certificates, in journalizing, posting, comparing, and the like?

Answer. I think not.

Question eighteenth. How much scrip did you ever exchange in one day?

Answer. Twenty to twenty-five hundred dollars' worth was the most I exchanged in a day.

Question nineteenth. Would you have continued the length of time that you served as clerk in the office at $200 per annum without the liberty of exchanging scrip?

Answer. I presume I would.

Question twentieth. Did you ever know Mr. St. Clair to be in any way concerned in exchanging or dealing in scrip?

Answer. Not except some that was assigned to him by General Duncan, of Illinois.

Question twenty-first. How much did you realize while you were clerk in the office by scrip dealing?

Answer. Between fourteen and fifteen hundred dollars.

Question twenty-second. (*Upon the subject of the books.*) Were you present when Gardiner examined them?

Answer. I was most of the time.

Question twenty-third. Did you find any instance in which lands had been entered upon the tract book and other records as sold, and not marked on township plats?

Answer. Yes, sir.

Question twenty-fourth. Were they numerous?

Answer. There was a goodly number of them.

Question twenty-fifth. Is Mr. Gardiner's statement, now before you, upon that subject probably correct?

Answer. I cannot say.

Question twenty-sixth. Did you find any tracts marked on the township plats as having been sold, but which were not so entered on the tract books and other records? Upon this subject state the facts entire.

Answer. There were a few, very few, such cases. In all such cases I am satisfied the lands so marked on township plats were vacant, and had been marked either by mistake in taking the wrong township plat, and making a corresponding tract, or by being misled by the section lines.

Question twenty-seventh. Did you find any lands that were marked by Mr. Gardiner "*lost*," after searching on the records for them?

Answer. There were two such instances, but they were for lands sold in Mr. Hanna's time.

Question twenty-eighth. Were the books kept by you while you were clerk, as they were in the former register's time?

Answer. Up to the time of the examination of Gardiner, as to the manner of the entries.

Question twenty-ninth. Are the tract books much blotted and erased?

Answer. There are some erasures and some blots.

Question thirtieth. Did these blots and erasures occur in Mr. Hanna's time, or did part of them occur while Mr. St. Clair was register?

Answer. I think some of the blots occurred in Mr. St. Clair's term.

Question thirty-first. What say you as to *erasures?*

Answer. There is a number of erasures, but many of them are owing to the incorrect entries of the former register.

Question thirty-second. Was the small tract book in bad order when Gardiner was here?

Answer. Some of the leaves were loose, and it needed binding, and it has since been bound. It was bound immediately after he left; it is now in a good state of preservation, and was when Mr. St Clair left the office.

Question thirty-third. Are the tract books numerically arranged?

Answer. No.

Question thirty-four. State the reason why so many entries appear in the back of the book?

Answer. It was owing to the omissions of the clerk, who opened the books, not having entered every section and part of section in proper order, and leaving no faint lines for such omitted sections and parts of sections, it became necessary to carry them to the back of the book.

Question thirty-fifth. Was there any index kept to any of the books?

Answer. None.

Question thirty-sixth. Where was the office kept, when Mr. Gardiner was here as examining agent?

Answer. It was kept over the counting room of Mr. Harrison's store, in the second story.

Question thirty-seventh. Did persons have to pass through the store in going into the office?

Answer. Through the counting-room.

Question thirty-eighth. Was there a scrip agent, or dealer in that room, to catch or see purchasers of land as they came in?

Answer Yes, there was, after I ceased to exchange.

Question thirty-ninth. Was there any scrip exchanged by scrip exchangers or dealers, while Gardiner was here, after you ceased?

Answer. I think there was, I am not certain.

Question fortieth. Was the office kept under lock and key?

Answer. There was no shutter to the stairs door that led up in the office, but the outer door was locked. The stairs led from the counting-room into the office.

Question forty-first. Did you constantly compare the books while you were clerk?

Answer. Not in every instance; sometimes it was neglected. There were constant monthly compa-

risons of the tract books with the district map, applications, receiver's receipts, final certificates, and monthly abstracts, also with the blotters.

Question forty-second. Were the duties of the office entirely performed by you?

Answer. Not entirely. The writing in the books, with the exception of the tract books and blotter, was done by me, (except also, that other clerks were occasionally called in.) Many of the applications were made out by Mr. St. Clair, and purchasers were attended to by him.

Further examination by Mr. St. Clair:

Question first. Was not the assignment of the scrip made before it was sent here, and the powers of attorney, under which it was made, filed in the General Land Office, and the scrip certified by the Commissioner?

Answer. Generally it was.

Question second. Did I not request you to desist exchanging scrip as soon as I was informed the department intended the instructions of May last to apply to clerks?

Answer. Yes, sir.

Question third. Did you tell Mr. Gardiner that forty entries had been in a day, and that you had exchanged scrip in the whole of them?

Answer. No, sir.

Question fourth. Does not Mr. McCarty exchange as much scrip now, in proportion to the sales, as he ever did?

Answer. While I remained in the office, after I had desisted dealing in scrip, I think he exchanged as much as I had exchanged before, in proportion to the sales, or as I could have exchanged.

Question fifth. Who originally opened the tract books?

Answer. I am satisfied they were opened before Mr. St. Clair took the office.

Question sixth. Was the journal kept as it was originally opened by General Hanna, my predecessor?

Answer. As to the form of the entry, it was, until July last.

Question seventh. Was there an instance of a single entry having been made that was not entered on the tract book?

Answer. Not while I was in the office.

Question eighth. Had I any instructions requiring me to make an index to all the books?

Answer. No, sir. There are some instructions as to the tract book.

Question ninth. Did I not have a building erected (detached by itself) for the register's office?

Answer. Yes, sir.

Question tenth. Was not this done to prevent the exchange of scrip?

Answer. That was the reason you assigned to me.

Question first. (By T. A. Howard.) When did Mr. St. Clair first request you to desist from scrip exchanging?

Answer. It was when Gardiner was here; from an intimation in Gardiner's letter to him, he supposed it was a part of his (Gardiner's) instructions. The letter purported to give quotation from his instructions.

Question first. (By Mr. St. Clair.) Was not your being notary public an accommodation to the purchasers of public lands; and did you charge them more than they would have paid a justice?

Answer. I so considered it, and they frequently so expressed themselves. I charged only the legal fee given to a justice of the peace.

Question second. Did you inform Mr. Gardiner that you had done all the business of the office since June, 1831?

Answer. I did not. I think it probable I told him I was the only regular clerk during all that time.

Question first. (By T. A. Howard.) Is the statement shown to you, (marked No. 4,) a statement showing the whole order in which the tract books were opened?

Answer. I think so.

Examination of Mr. Sharpe, as to receiver's office;—Gen. Drake present:

Question first. (By Gen. Drake.) State whether you were acquainted with my manner of keeping my office, my books, papers, &c., and whether they were well kept?

Answer. I think they were.

Question second. Was I in the habit of returning the receipts and applications, from day to day, as required by the instructions from the department?

Answer. They were almost universally received on the same day the entry was made; occasionally, when an entry was made late at night, they were not returned until early next morning.

Question third. Did I ever, to your knowledge, receive money for land, and, after the purchaser had left the office, apply scrip in lieu of it?

Answer. Not to my knowledge.

Question fourth. Was I not always accommodating to the purchasers of public lands?

Answer. I considered you very much so.

Question fifth. Were my books kept in a good book-case, secure from dust and dirt?

Answer. Yes, sir, generally.

Question sixth. Did you assure Mr. Gardiner that Mr. St. Clair had not been written to, or otherwise notified of his arrival in July last, as examining agent?

Answer. I stated to him I had not written to Mr. St. Clair.

Questions by T. A. Howard:

Question first. Did you know, at the time you stated to Gardiner you had not written to Mr. St. Clair, that any other person had written?

Answer. I do not know whether I knew at that time that Mr. St. Clair had been written to. I knew afterwards that Mrs. St. Clair had written.

Question second. Was it a common practice for the "merchants and other business men of the place," (Indianapolis,) just before the end of a quarter year, to go round, and borrow money, saying they only wanted it until the receiver returned,—or do you know of any such practices?

Answer. I do not know of any such practices.

Question third. Was it said by the people, generally, or by any portion of the community, that Gen. Drake was speculating on the public funds?

Answer. I don't know that I ever heard it stated.

Question fourth. Do you know of his dealing in scrip, or exchanging it for others; or of his being in any manner engaged in the traffic?

Answer. When I first began to deal in scrip, as scrip agent, I was not a very good judge of money, and sent the scrip and money to the receiver, by the purchaser, for the purpose of getting Gen. Drake to judge of the money for me; he did so, for two or three weeks, and received the money for me; without this, I know of no other.

And further this deponent saith not.

THOMAS H. SHARP.

Sworn to, this 21st January, 1834.

CALEB SCUDDER,
Justice of the Peace, Centre Township, Marion County, Indiana.

No. 2.—J. P. Drake's testimony:

James P. Drake, examined as a witness on behalf of Mr. St. Clair.

Question first. (By Mr. St. Clair.) Do you know how often I was absent from home, during the period of my holding the register's office?

Answer. I do not know the number of times, but I suppose two or three times a year.

Question second. Do you know where I went, and the business that took me from home?

Answer. Generally to Cincinnati; once, I think, to Illinois. It was, as I understood, on the business of your father's estate.

Question third. Did I attend to the duties of the office in person?

Answer. Yes, sir, generally you were present in the office.

Question fourth. Have you had much business with those who entered land here while I was register? and if so, do you not know from them that I was accommodating and obliging to the purchasers of public lands?

Answer. I have seen and conversed with most of those who were land buyers while you were register, and they were generally well satisfied with your attention and accommodating course towards them.

Question fifth. Was not Mr. Sharpe's acting as a notary public an accommodation to land purchasers?

Answer. I think it was.

Question sixth. What situation were the office, books, and papers kept in generally?

Answer. They were kept in good order.

Question first. (By T. A. Howard.) In journalizing, ought not the journal to present a full statement of each entry?

Answer. I think it ought.

Question second. Does the journal kept in the register's office present that statement?

Answer. I suppose it does, in an abbreviated form.

Question third. Is not a rigid, constant, uniform comparison of land office books indispensable to insure that accuracy which is necessary for the security of purchasers, and the prevention of double sales?

Answer. Yes, sir.

Question first. (By Mr. St. Clair.) Was there not a rigid and accurate comparison made at the end of each month with the books of each office?

Answer. Yes, sir; embracing the tract books, blotters, receipts, final certificates, abstracts, and applications, also with the general maps.

Question second. Has not the journal been kept by me as it was originally kept by my predecessor?

Answer. It has, up to the first of July last, since which time it has been kept by making entries on the journal at full length.

And further this deponent saith not.

Sworn to January 21, 1834.

J. P. DRAKE.

CALEB SCUDDER, *Justice of the Peace, &c.*

No. 3.—V. C. Hanna's testimony:

Valentine C. Hanna, examined on behalf of Mr. St. Clair.

Question first. Did you act as clerk for me while I was register of the land office at this place?

Answer. Yes, sir, I did.

Question second. When did you commence clerking for me?

Answer. In September, 1829.

Question third. Who opened the tract books?

Answer. Part was done by my father, (R. Hanna, former register,) and part by R. A. Templeton. He was clerk under my father.

Question fourth. Were they opened, and all the lands offered at public sale before I was appointed?

Answer. Yes, sir.

Question fifth. Did I attend to the duties of the office in person?

Answer. Yes, sir.

Question sixth. Was I obliging and accommodating to purchasers?

Answer. Yes, sir.

Question seventh. How were the books, papers and office kept?

Answer. As neat as possible.

Question eighth. Were purchasers accommodated at all times?

Answer. Yes, sir.

Question ninth. Do you know of my ever exchanging scrip?

Answer. No, sir.

Question tenth. Do you know of my ever receiving one cent for scrip exchanged in the office by any one?

Answer. No, sir.

Question eleventh. Was I much from home while you were my clerk?

Answer. I thought not.

Question twelfth. Could I not, if I had thought proper, have made two or three thousand dollars by exchanging scrip?

Answer. I don't know as to that matter; I know you could have made something while I clerked there; there was not then a great deal exchanged.

Question first. (By T. A. Howard.) Did you, while you were clerk, exchange scrip for any person as an agent or otherwise?

Answer. I did.

Question second. Was your practice in this respect known to Mr. St. Clair?

Answer. I believe it was.

Question third. How much did you exchange while you were clerk?

Answer. About $1,900.

Question fourth. Was it for original holders, or assignees?

Answer. Assignees.

Question fifth. How long did you clerk for Mr. St. Clair?

Answer. Probably about a year.

Question sixth. Who was clerk in the office with you?

Answer. Part of the time George Lane was.

Question seventh. Do you know of any scrip having been exchanged in the office, while you were there, by any person except yourself?

Answer. No, sir.

Question eighth. With regard to the tract books, what was their condition when Gardiner was here?

Answer. So far as I know, the small tract book needed binding; they were in as good condition as they could have been kept in, considering that they had to be turned to at every sale, and every examination for a purchaser, which would sully and deface them, and give the leaves a bad appearance.

Question ninth. Do you know of any other scrip dealing, than that already mentioned by you?

Answer. None in reference to the register's office, except I have understood of Mr. Sharpe's exchanging; but I don't know of my own knowledge.

Question tenth. Who was clerk after you?

Answer. Mr. Sharpe.

Question eleventh. What was your salary?

Answer. Ten dollars a month, and board.

Question first. (By Mr. St Clair.) For whom did you exchange scrip?

Answer. For Mr. Hendricks and Mr. McCarty; for Hendricks, $1,000; for McCarty, (the merchant of this place,) $900. It was for Governor Hendricks that I exchanged.

Question second. Was not the assignment of the scrip made before it was sent here, and the power of attorney under which it was made, filed in the General Land Office, and certified by the Commissioner?

Answer. Yes, sir, I believe it was.

Question third. Did not George Lane leave me before any scrip was issued, and you re-engaged?

Answer. Yes, sir.

Question fourth. Were the township plats marked when I took possession of the office?

Answsr. No, sir.

Receiver's office.—Same witness continued:

Question first. (By General Drake.) Were you clerk awhile in my office?

Answer. About a month.

Question second. While you were there, was there not a rigid examination of all the books?

Answer. Yes, sir, so far as I knew anything of the books. I was posting, and we examined every day.

Question third. Were the books kept neat, clean, and in good order?

Answer. Yes, sir, as much so as possible.

Question fourth. Did I not attend to the current duties of the office personally?

Answer. Yes, sir.

Question fifth. Did you ever hear that I was speculating on the public moneys?

Answer. No, sir.

Question first. (By T. A. Howard.) Was there any scrip exchanged in the office while you were there?

Answer. No, sir.

Question second. Did you ever know of General Drake, or any of his clerks dealing in scrip, or in any manner exchanging it with purchasers?

Answer. No, sir.

Question third. Was it a common thing for merchants and other men in business, to go about just before a quarterly return, and borrow money, saying, they only wished it until the receiver returned from Cincinnati?

Answer. I never heard such talk.

Question fourth. Do you know of General Drake's borrowing large sums of money, or any amounts of money, while he was receiver?

Answer. No, sir.

Question fifth. Do you know of General Drake's filling up assignments or relinquishments on scrip, for Mr. McCarty, the merchant here?

Answer. I have been in the office and seen his clerks writing on the back of scrip; but I don't know what they were writing.

Question first. (By General Drake.) Were there monthly comparisons made while you were clerk in the offices?

Answer. Yes, sir.

Question second. Were you the clerk of your father?

Answer. I was, when Mr. St. Clair took the office, and for two years before. And further this deponent saith not.

V. C. HANNA.

Sworn to, January 21, 1834.

CALEB SCUDDER, *J. P.*

No. 4.—A. St. Clair's testimony:

Mr. St. Clair examined on behalf of General Drake.

Question first. Did you make a deposit for me in the month of July last?

Answer. In the month of July last, I was called on business to Cincinnati, and when I started, you brought me a draft on the Branch Bank United States at Cincinnati or Louisville, for $5,000, assigned to you by the superintendent of the national road, and requested me to deposit it to the credit of the Treasurer of the United States. At the same time, I think, you gave me a letter, addressed to the Secretary of the Treasury, requesting me to enclose one of the certificates of deposit, and mail it at Cincinnati. I made the deposit, I think, on the 10th July, and, at the time, I had no knowledge of Mr. Gardner's coming here to examine the land offices.

Question first. (By T. A. Howard.) Do you know of General Drake's dealing in or exchanging scrip, or speculating on public money, or borrowing money, by himself or others, just before he would go on or send to make a deposit?

Answer. I think he has exchanged some for Mr. McCarty, the merchant, and for General Duncan. That for Duncan was directed to General Drake, and received by his clerk, and probably exchanged before he got home, (he being absent when it came.) I think as to this latter scrip, there was compensation, but whether to the receiver or to his clerk, I don't know. The whole amount of Duncan's was about $4,000 worth. I am under the impression compensation was also received for exchanging McCarty's scrip. After General Drake refused to exchange for McCarty, he applied to me. As to speculating in public funds, I have no idea he ever did. I never heard that he did. I never knew of his borrowing money here; I knew of his borrowing money in company with Mr. Blythe, with whom he was in business; but this money was borrowed at Cincinnati. And further this deponent saith not.

A. ST. CLAIR.

Sworn to.

CALEB SCUDDER, *J. P.*

No. 5.—B. J. Blythe's testimony:

Mr. Blythe, a witness for General Drake.

Question first. (By General Drake.) Are we not partners in business?

Answer. Yes, sir.

Question second. How did we get money to carry on our business?

Answer. We borrowed $14,000 from the Commercial Bank at Cincinnati, and General Drake borrowed $1,000 from the canal fund, on which note I was security, and that money I used for the firm; and I have done all the business, and General Drake knows no more about it than any other man.

Question third. Did I ever give you $10,000 of my own money?

Answer. No, sir; you never gave me a cent.

Question fourth. Are you in the habit of entering lands for other persons, and taking a lien at 50 per cent?

Answer. I have been in the habit of entering lands in my own name, and taking from 20 to 30 per cent; and when the money was paid, making a title to the person for whom I entered the land; but I have not done anything at that business since last spring.

Question fiifth. Am I, to your knowledge, in the constant habit of lending sums of money to various persons, returnable at every quarter, and receivable again, a short time after the commencement of a new quarter?

Answer. You were not while I was in the office; nor have I heard that you have been in the habit of doing so, since I left the office.

Question first. (By T. A. Howard.) Do you know anything of any dealing in scrip, in any mode whatever, either as principal or agent, by General Drake or his clerks, at any time heretofore?

Answer. Yes, sir; during the absence of General Drake, shortly after his appointment, or perhaps in the year 1830 or 1831, some scrip was received by Mr. McCarty, the merchant in this place, which he brought to the receiver's office, and requested me to exchange it, (I being then a clerk of the office,) for which he gave me one per cent. I do not know whether General Drake knew anything of the transaction or not. I know that I got the amount of one per cent for exchanging. Afterwards, General Drake was in the habit of exchanging scrip, but I cannot say what he got for making the exchanges, if anything; I don't know of anything he received as compensation.

Question second. How much scrip did you exchange?

Answer. Probably $5,000 or $6,000 worth.

Question third. How much do you suppose General Drake exchanged?

Answer. I have no idea.

Question fourth. Did you, as clerk, or as partner of General Drake, have any hand in exchanging or dealing in scrip, except as you have now stated, at any time during his continuance in office?

Answer. No, sir.

Question fifth. Was General Drake a partner of yours, in relation to the lands which you entered in your name, and for which you received an interest of from 20 to 30 per cent of the person for whom you purchased them?

Answer. Yes, sir; General Drake was a partner in the profits; the land was entered in my own name.

Question sixth. Did you, individually, or as partner, ever receive any accommodation from General Drake, by a temporary loan of public moneys, to any amount, at any time whatever?

Answer. I think not, sir. Sometimes, when I would meet a man for whom I wished to enter land, as before mentioned, I would go into the office and enter the land, and in the course of an hour bring the money. I never neglected it longer than twenty-four hours.

Question seventh. Did General Drake's situation in the receiver's office ever enable you to make advantageous entries, by being enabled to make good selections of choice pieces of land, that you would not have been enabled to make, if your partner had not been in that situation?

Answer. No sir; I never entered a piece of land (except once) unless it was when the person wishing it entered brought me the numbers.

Question eighth. Was it matter of notoriety that this partnership business existed between yourself and General Drake?

Answer. It was not generally known.

Question ninth. Was it common before General Drake would go on to make a deposit, for merchants or any other persons, to go about borrowing money to any extent, with a promise to return it when the receiver returned from Cincinnati?

Answer. Not to my knowledge; nor had I heard that it was so.

Question tenth. Did you, while you were clerk, ever know of scrip being applied in making up the records when there had been money received for lands at the receiver's office?

Answer. No, sir.

Register's office:

Question. (By Mr. St. Clair.) Have you been frequently in the register's office in this place, while I was register?

Answer. Yes, sir.

Question second. Did you examine the office at my request, last November?

Answer. I looked over the books.

Question third. What situation were the books and papers in, when you made the examination?

Answer. I thought the books were in a good situation—clean, and neatly kept. I can't say anything about the papers.

Question fourth Do you know the situation of the township plats and tract books when I took possession of the office?

Answer. I believe a part of them were lying in sheets, not bound. In this I may be mistaken. The town plats were not marked.

Question fifth. Was I not generally closely confined in the office, paying attention to the duties thereof?

Answer. Generally, when at home.

Question sixth. Was the register's office, (during my term,) books, and papers kept neat and clean from dust and dirt?

Answer. I think so.

Question seventh. Was I often from home?

Answer. Not often; from three to five times a year, and from one to two weeks at a time.

Question first. (By T. A. Howard.) When you examined the books, in November last, did you compare them?

Answer. No. I only examined as to the manner in which the books were kept.

Question second. Do you know whether the books are correct on comparison, or not?

Answer. I do not.

And further this deponent saith not.

B. J. BLYTHE.

Sworn to.

CALEB SCUDDER, *J. P.*

No. 6.—Mr. Brooks' testimony:

Mr. Brooks examined as a witness, on behalf of Mr. St. Clair.

Question first. (By Mr. St. Clair.) Were you frequently in the register's office while I was register?

Answer. Yes, sir.

Question second. Was I generally there, attending to the duties of the office?

Answer. Most generally, when not absent from home.

Question third. Have you not entered a large number of tracts of land in this district during my term of service in the office?

Answer. Yes, sir.

Question fourth. Have you had much business with those who have entered land here, while I was register?

Answer. I have had business with a number of persons who entered land.

Question fifth. Have you ever heard any complaint?

Answer. I never did. I have heard a general manifestation of satisfaction.

Question sixth. Was I not considered an accommodating and obliging officer?

Answer. I never heard any complaint to the contrary.

Question seventh. What situation was the office, books, and papers, kept in?

Answer. They were all, I believe, kept neat and clean.

Question first. (By T. A. Howard.) Do you know anything about the accuracy of the books?

Answer. No, sir, I don't know that I do.

Question first. (By Mr. St. Clair.) How often was I absent from home?

Answer. Three or four times, I suppose, from six days to three weeks each time, during 1831. I don't certainly know as to the other years. In the summer of 1832, you were in the northern army against the Indians, about four weeks.

And further deponent saith not.

HOMER BROOKS.

Sworn to, before me.

CALEB SCUDDER, *J. P.*

No. 7.—H. Parke's testimony:

Mr. Parke, on behalf of General Drake.

Question first. (By General Drake.) For what length of time have you been acting as clerk in the receiver's office?

Answer. I commenced in July, 1831; and have continued, generally, ever since.

Question second. Were you present on the 13th day of July last, when Mr. Gardiner came to examine the receiver's office?

Answer. Yes, sir.

Question third. What amount of military bounty land scrip had been received in payment of public land, from the 1st to the 13th of July, inclusive?

Answer. If I am not mistaken, the amount was $1,592.50.

Question fourth. Was not that amount in the office, when Gardiner came into the office?

Answer. I believe it was.

Question fifth. Can you state the amount of cash received in payment of lands, from the first to the thirteenth of July, inclusive; and the balance due from me to the United States, on the thirtieth of June last?

Answer. The amount of cash received from the first to the thirteenth, inclusive, is $1,140.63. The balance on the thirtieth June last, was $3,922.41. This appears from the books, and I believe it to be correct.

Question sixth. Can you state what amount was due from me to the United States, on the thirteenth July last?

Answer. From the books, there appears to have been $63 04. This I believe to have been the true balance.

Question seventh. What amount of cash was there in the chest at that time?

Answer. Between six and seven hundred dollars.

Question eighth. Were not my accounts with the United States kept correctly?

Answer. I believe they were.

Question ninth. Was I not in the habit of making monthly deposits?

Answer. You were, generally, I believe.

Question tenth. Did I borrow $5,000 of any person while Mr. Gardiner was here?

Answer. Not to my knowledge.

Question eleventh. Is there an index required in the department to any book in my office?

Answer. I know of no such requisition.

Question twelfth. Did any person come to the office to borrow money, while Gardiner was there?

Answer. I don't recollect it.

Question thirteenth. "Was I in the habit of loaning sums of money of various amounts, to numerous persons, returnable temporarily every quarter, and receivable again, in a short time after the commencement of a new quarter?"

Answer. Not to my knowledge.

Question fourteenth. Was I in the habit of speculating on the public moneys?

Answer. Not to my knowledge.

Question fifteenth. Were the books of the office kept in a book-case, free from dust and dirt; and did not Mr. Gardiner say that mine was the first office where they were so kept, and that they were just as they should be?

Answer. I recollect of hearing Gardiner make the statement in substance.

Question sixteenth. State what you know in relation to exchanging scrip, in the receiver's office, while I was receiver?

Answer. I think General Drake exchanged a few hundred dollars for Mr. McCarty in September, 1831, but am not certain. Afterwards, I believe in the spring or summer of 1832, I exchanged, I think, about $4,000 for General Duncan, of Illinois, for which I received, as well as I can recollect, two per cent.

Question seventeenth. Has there ever been any scrip exchanged in the office since the reception of the Secretary's letter of 14th May, 1833, relative to scrip?

Answer. I know of none.

Question eighteenth. Were we in the habit of making monthly comparisons of the receipts, certificates of purchase, entries on the maps and tract books, the monthly abstracts of sales, and the blotter, with the register?

Answer. Yes, sir.

Question first. (By T. A. Howard.) Did Mr. McCarty ever deposit any scrip in the office to be filled up, either by assignment or relinquishment, as he might be able to find purchasers?

Answer. I don't recollect of any, except what I have before mentioned.

Question second. Did he send scrip by purchasers assigned in blank, to be filled up by the receiver at the office, so as to answer the purposes of such purchasers?

Answer. The purchasers bought scrip in that way.

Question third. When was that practice commenced?

Answer. It commenced when General Drake ceased to make exchanges in 1831.

Question fourth. Did Mr. Sharpe ever send any in that way?

Answer. Yes, sir, I think he did.

Question fifth. Do you know of any other facilities, of any description, afforded by General Drake to scrip dealers, either by himself or clerks, than what you have mentioned?

Answer. I think not.

Question sixth. How much scrip was received in the office in the time that Gardiner was examining it, say up to the 25th July last, from the 13th?

Answer. Nearly fifteen hundred dollars.

Question seventh. How much cash in that time?

Answer. About two thousand dollars.

Question eighth. How many sales were made from the 1st of January, 1833, to the 1st of July, same year?

Answer. Twelve hundred and sixty, I believe.

Question ninth. How many cash sales were made for sums over $50?

Answer. About one hundred and thirty sales.

Question tenth. Do you know of any other scrip agent than those already mentioned, having had facilities afforded him at either office?

Answer. No, sir.

By Mr. St. Clair, as to register's office:

Question first. To whom did General Duncan, of Illinois, send his scrip?

Answer. He sent it to General Drake.

Question second. To whom was it assigned?

Answer. The first and second lots were assigned to Mr. St. Clair.

Question third. How much of it was assigned to me?

Answer. I don't recollect; I suppose about $1,150 worth.

Question fourth. What did I say and do when you presented the scrip to me to assign?

Answer. I do not recollect what you said the first time, but the second time you refused—you at length assigned it. You stated that it was assigned to you without your knowledge or consent. You requested me to inform General Duncan not to forward any more to you.

Question fifth. Who exchanged it?

Answer. I did.

Question sixth. Did you or General Drake ever pay me anything for assigning it?

Answer. I did not, nor do I believe he did.

Question seventh. Was the assignment to me certified by the Commissioner of the General Land Office?

Answer. I do not recollect to have seen the assignment, but I think it was.

Question eighth. In what situation were the books and papers kept in the register's office; were they kept neat and clean?

Answer. I think they were.

Question ninth. Did you ever hear any complaint of the manner in which the business was done?

Answer. I don't recollect of any.

Question tenth. Did I not pay strict attention to the duties of the office?

Answer. I believe you did.

And further saith not.

H. PARKE.

Sworn to, before me.

CALEB SCUDDER, *Justice of the Peace, &c.*

No. 8.—Mr. Brown's testimony:

Mr. Brown examined on behalf of Mr. St. Clair.

Question first. (By Mr. St. Clair.) Did Mr. Gardiner put up at your tavern when he was here in July last, examining the land offices?

Answer. Yes, sir.

Question second. Did you have any conversation with him about the register's office?

Answer. Yes, sir.

Question third. What did he say about the manner in which it had been kept, and the exchange of scrip?

Answer. He said the office had been well kept; that there were some objections to the township plats, but it was owing to the course of the former register, Mr. Hanna; that his report could not be otherwise than favorable, in justice to the land officers. He said he would make out his report before he left. He said the exchange of scrip was carried on by Mr. Sharpe, and that Mr. St. Clair was not connected with Sharpe. He said, also, that he was authorized to take depositions, but that he was satisfied as to the manner of exchanging scrip; that Mr. St. Clair was anxious to take depositions, but he did not think it necessary. This conversation was after the examination.

Question fifth. Did not a large portion of the purchasers of public lands put up with you since you have been keeping public house in this place?

Answer. A great many have.

Question sixth. Have you ever heard any complaint against me, in any way, from any of them?

Answer. I never have.

Question seventh. Was I much absent from home?

Answer. I did not think a great deal; twice or three times a year; and two or three weeks at a time.

Question eighth. When at home, did I not attend strictly to the duties of the office?

Answer. I never heard any person complain of your inattention, and I never was in the office when you were not there. When purchasers came in I frequently went with them, or sent with them some person, and they were always attended to at all times.

Question first. (By T. A. Howard.) Did Mr. Gardiner make these statements to you voluntarily, in a conversation sought by himself?

Answer. Yes, sir; we became very well acquainted, and he spoke very freely to me on the subject.

Question second. Did you see much inclination manifested by persons here, to seek interviews and conversations with Mr. Gardiner?

Answer. A good many gentlemen called on Mr. Gardiner, and he was invited to their houses, but I supposed it to be out of respect to him.

Question third. Do you know whether Messrs. Drake and St. Clair were apprised, from time to time, of his statements with regard to their official conduct?

Answer. I think they and myself talked on that subject.

Question first. (By Mr. St. Clair.) Did not Mr. Gardiner take pains to induce General Drake and myself, and our friends, to believe that his report would be very favorable?

Answer. That was his expression to me, that it would be very favorable; that he could not do otherwise than report favorably.

Question second. Did Mr. Gardiner say whether the books in the register's office were brought up?

Answer. He said that when he first went into the office the books were a week or ten days behind, but before he left the office they were up.

Receiver's office:

Question first. (By Gen. Drake.) State what he said in relation to the receiver and his office.

Answer. I sent a note at his request up to Gen. Drake, on the 13th July. A few days after he came in and said he had finished his examination of the receiver's office, and that the office was very well kept, and did credit to Gen. Drake; that Gen. Drake told him that he had sent five thousand dollars to Cincin-

nati, and that if this were so, he had all the money up to a cent; that he was acquainted with land office business, and it was owing to this that the appointment was sent to him without his request; that he had accepted it to accommodate an old friend. He was perhaps a little intoxicated when he talked this way.

Question second. Was it "a common practice with merchants and other business men of the place, to go about just before the end of a quarter year, and industriously gather up all the money they 'could' obtain," saying "they only wanted it until the receiver returned from Cincinnati?"

Answer. I never heard that suggestion by anybody.

Question third. Did you ever hear it reported that I was speculating on the public money?

Answer. I never did before his examination; never in any way only from the report made by him.

Question fourth. Do you know that I have ever used a dollar of the public money in keeping up the tavern kept by you?

Answer. I do not. I have heard you refuse to loan money, saying you had none except the public money.

Question first. (By T. A. Howard.) Do you know, from any quarter, that there were reports made to Gardiner, by persons here, respecting Gen. Drake's dealing and speculating in the public money or in scrip?

Answer. I do not.

Question second. Have you no reasons to believe that such statements were made to him?

Answer. No other only his own report.

Question third. Do you know of Gen. Drake's loaning public money at any time, or of borrowing money in order to make his deposits?

Answer. I do not know either.

Question fourth. Do you know of his dealing in scrip, or of exchanging it for others?

Answer. Nothing, only what he told me himself: that he exchanged a few hundred dollars for McCarty, (the merchant here.) I know of his refusing a Mr. Clarke, from Zanesville, about a year ago last November.

And further saith not.

BASIL BROWN.

Sworn to, before me.

CALEB SCUDDER, *J. P.*

No. 9.—Alfred Harrison on behalf of register:

Question first. (By Mr. St. Clair.) Were you frequently in the register's office while I was register; and if so, how were the books and papers kept?

Answer. Yes, sir. The books and papers I never examined until after the removal. I merely looked at the face; and, as far as I examined them, they appeared to be neatly kept. I believe the books were kept in their places in the book-case, only when in use. The papers appeared to be free from dust and dirt.

Question second. Did I attend to the duties of the office in person?

Answer. You had a clerk who attended to the business of making the entries in the books, and your personal attention you gave so far as to be present attending to purchasers. Very seldom, when in town, out of the office long at a time.

Question third. Do you know of my exchanging scrip?

Answer. I don't know that you ever did. I once advised you to deal in scrip, and you said you would have nothing to do with it.

Question fourth. Could I not, if I had been so disposed, have made two or three thousand dollars in exchanging scrip?

Answer. Yes, sir; I think you might have made two thousand at least.

Question fifth. Did you have any conversation with Mr. Gardiner on the subject of scrip?

Answer. Mr. Gardiner seemed disinclined to talk to me on the subject, but said he was satisfied Mr. St. Clair had nothing to do with the scrip himself, but that he had advised him to prohibit the dealing in scrip in his office; which he said he had done. I gave my own impression, and not Gardiner's words.

Question sixth. Had I not a building erected separate and detached from other rooms, for an office, for the purpose of preventing "scrip exchangers" from exchanging with purchasers?

Answer. The office you have had built has no connection with any other rooms; it was built, as I understood you, for the purpose of avoiding scrip exchanges.

Question first. (By T. A. Howard.) Did the office remain in your building until Mr. St. Clair was removed?

Answer. Yes, sir.

Question second. Did you or any other person act as a scrip agent or dealer in the counting room, immediately below the office?

Answer. I did not, but Mr. McCarty occupied the counting room for the purpose of exchanging. When he would be absent, he would ask me to attend, but I do not recollect making a single exchange. I never acted as scrip agent until Mr. Gardner left here.

Question third. Is it the practice of scrip dealers, or has it been, to make assignments in blank, and send such assignments to the office to be filled up by the land officers, or their clerks?

Answer. I never made any exchange in that way; I was a stranger to the practice when I commenced exchanging.

Receiver's office:

Question first. (By General Drake.) Were you a merchant in this place all the time that I was receiver?

Answer. Yes, sir, until August last.

Question second. Was it "the common practice of merchants and other business men, to go about just before the end of a quarter year, and industriously borrow money, saying they only wanted it until the receiver returned from Cincinnati?"

Answer. I believe it was not. It was not so with me. I never heard it rumored in town.

Question third. Did you ever hear that I was speculating in the public money?

Answer. I never heard it before Gardiner's report, to my knowledge.

Question fourth. Did you ever hear of my loaning public money?

Answer. No, except to the road superintendents, in anticipation of their drafts; I have gone myself to General Drake and got money, say a few hundred dollars, for a short time, just as I would to a neighbor merchant.

Question first. (By T. A. Howard.) In the loans made to you, did General Drake ever call on you, giving as his reason, that he wished to make his deposits?

Answer. No, sir.

Question second. Do you know of any agreement or understanding between General Drake and McCarty, the merchant, respecting scrip?

Answer. No, sir, I do not.

Question third. Did various persons, to your knowledge, seek interviews with Mr. Gardiner, while he was here, for the purpose of conversing with him, respecting his examination?

Answer. None that I know, except myself. I went to him merely to give him information respecting the part Mr. St. Clair had acted in regard to scrip. I proposed to make a statement on oath. (This was done at the instance of Mr. St. Clair.) He declined taking my statement, appearing to be satisfied.

And further saith not.

ALFRED HARRISON.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No 10.—Mr. Fletcher's testimony:

Register's office.

Question first. (By Mr. St Clair.) Have you been in the register's office while I was register, doing business as a purchaser or otherwise?

Answer. Yes, sir; I had business frequently at the office. There was an attention paid by Mr. St. Clair, that I thought rather superior to what had been by his predecessor.

Question second. Did you examine the office at my request, last November; and if so, what was its situation?

Answer. I made a slight examination, and gave a certificate, which was predicated mostly on the general conduct of the register and his clerk as officers. The books appeared neat and clean, and the papers preserved from dust and dirt.

Question third. Did I pay prompt attention to the duties of the office?

Answer. In my intercourse with the office, Mr. St. Clair was generally present, and was prompt and attentive to business.

Question first. (By T. A. Howard.) Did you compare the books in your examination?

Answer. No, sir; my statements are made from my general intercourse with the office, and from the general appearance of the books. I found my own matters always accurately attended to.

Question second. Did you know from any quarter, that various persons sought interviews with Mr. Gardiner while he was there, in order to draw him into conversation respecting his examination?

Answer. I believe I can answer in the negative, that I don't know of any person *seeking* interviews for that purpose.

Receiver's office.

Question first. (By General Drake.) Did you examine my office?

Answer. Yes, sir. I found the books neat, and also always found business promptly attended to, and entries accurately made.

Question second. Was it common for merchants and other business men to go about borrowing money, just before a quarterly deposit, saying they only wanted it until the receiver returned from Cincinnati?

Answer. It was not common. I remember one or two instances in which Mr. Gaines applied for money, saying General Drake was going away, and he only wanted it a week or two, until after he got back.

Question third. Have you ever heard it charged against me, that I speculated in the funds of my office?

Answer. No, sir.

Question first. (By T. A. Howard.) Do you know anything respecting loans made by General Drake to merchants?

Answer. I have no knowledge except as above stated.

Question second. Do you know anything respecting General Drake, or any of his clerks dealing in or exchanging scrip?

Answer. No, sir.

Question third. Do you know of any speculation by General Drake, by entering lands for others in which his private interest would in any manner conflict with his official duty?

Answer. I do not. I wish to state, in conclusion, that I know of persons who were busy in giving Gardiner information, but I am not willing to give names; whether he sought them or they him I know not.

And further saith not.

CALVIN FLETCHER.

Sworn before me,

CALEB SCUDDER, *J. P.*

No. 11.—Mr. Bolton's testimony:

Question first. (By Mr. St. Clair.) Did you have any conversation with Mr. Gardiner while he was here examining the land offices in July, about the register's office; and if so, what did he say about the manner in which it had been kept?

Answer. I had frequent conversation with him at my printing office, and he spoke well of the manner in which the business had been conducted; and the impression left on my mind was, that it was satisfactory to him. He spoke of improvements by Mr. St. Clair in the office.

Question first. (By T. A. Howard.) Did you compare the books of Mr. St. Clair's office?

Answer. Yes, sir. My examination was general, not particular. I did not compare the entries; I

only looked to amounts, the good appearance and the like. The books and papers were neatly kept, and were free from dust and dirt.

Question second. Do you know of any persons going to Mr. Gardiner, for the purpose of drawing him into conversation respecting his examination, and the report he had to make to the government?

Answer. No, sir.

Question third. Do you know anything about the scrip dealing that has been carried on here, that connects itself with either of the land offices?

Answer. I know nothing of my own knowledge.

Receiver's office.

Question first. (By General Drake.) Was it common for merchants, and others in business, to go about just before the close of a quarter year borrowing money, saying they only wanted it until the receiver returned from Cincinnati?

Answer. I don't recollect of having heard any such expression.

Question second. What was the condition of my books just before I left the office?

Answer. On general examination they corresponded—had been very neatly kept.

Question first. (By T. A. Howard.) Do you know of General Drake's loaning public money, or speculating in it, or was there any general opinion prevailing that he was so engaged?

Answer. I never heard any such opinion.

And further saith not.

N. BOLTON.

Sworn to before me,

CALEB SCUDDER, *Justice of the Peace.*

No. 12.—John Givan's testimony.

Question first. (By General Drake) Did you ever borrow any money of me? And if so, how much, and for what period?

Answer. I don't recollect of borrowing any.

Question second. Was it the practice of the merchants and others here to borrow money just before a quarter year expired, saying that they only wanted it until the receiver returned from Cincinnati?

Answer. I never heard anything of the kind spoken of.

Question third. Was it the common opinion here that I speculated on the funds of my office?

Answer. No.

Question fourth. Are you a merchant here?

Answer. I am, and have been about twelve years.

Question first. (By T. A. Howard.) Did you ever loan General Drake money to aid him in making his deposits?

Answer. No, sir. I have remitted money by him to Cincinnati to pay debts of my own, enclosed in a letter.

Question second. Do you know anything of his dealing in or exchanging land scrip?

Answer. Not that I recollect.

Question third. Do you know of any facilities afforded by him to dealers or exchangers of land scrip?

Answer. I don't know of any.

And further saith not.

JOHN GIVAN.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 13.—Henry Hurst's testimony:

H. Hurst called and examined by T. A. Howard.

Answer. I had four hundred dollars worth of scrip, and applied to Mr. St. Clair to exchange it; he said he could not, but referred me to Mr. Sharpe. I did not apply immediately, but applied to General Drake, who said he could not exchange it; but referred me to Mr. McCarty, who had engrossed the other office. I applied to Mr. McCarty, and he said it could be done in three or four days. I went to Sharpe, who seemed at first to decline, until I told him I had seen McCarty. He took the scrip, and in a few days I applied at the register's office, and got the money; this was in June last, I think. This is all that I know respecting scrip; I am no dealer in it; and only obtained the exchange of the above amount as stated. Mr. St. Clair said, at the time I applied to him, that he had never exchanged any, and never would. Mr. Sharpe deducted one and a half per cent when I called for my money. I had no reason to believe that Mr. St. Clair had any part of the compensation.

Question. Do you know whether it was generally reported here that General Drake was engaged in speculating in the public funds?

Answer. I don't know that it was. I have heard it talked about, but I don't know that it was general.

Question. Do you know of his borrowing money to make deposits, or of loaning public money?

Answer. No, sir.

First question. (By Mr. St. Clair, for General Drake.) Have you any reason to believe that General Drake ever did speculate in any way in the public funds?

Answer. The only reason I have to believe it, is, that it was said Blythe and Drake were in partnership; and last summer General Drake showed me his books, which showed, at the end of several quarters, a balance to a large amount.

Question second. Do you know of General Drake making any advances to Blythe or any other person?

Answer. I do not; as to myself, I know nothing about it.

And further saith not.

H. HURST.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 14.—Mr. Walpole's testimony:

Question first. (By Gen. Drake.) Do you know that while I was receiver of public moneys, that it was a custom for merchants and other persons in business, to go about borrowing money, at the close of each quarter year, saying that they would return it when the receiver returned from Cincinnati?

Answer. I never heard of such a thing.

Question second. Do you know that I ever speculated in the public funds?

Answer. I never heard so. I am a merchant.

And further saith not.

LUKE WALPOLE.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 15.—Thomas McOuat's testimony:

Mr. McOuat makes the same statement.

THOMAS McOUAT.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 16.—T. M. Smith's testimony:

Mr. Smith makes the same statement; also a merchant.

T. M. SMITH.

Sworn to, before me,

CALEB SCUDDER, *J. P.*

No. 17.—Caleb Scudder's testimony:

In answer to the above questions, I have been acquainted with James P. Drake from the time he took charge of the receiver's office in Indianapolis, and have no knowledge of his lending or speculating in the public funds, either directly or indirectly; neither have I heard it reported so by the citizens.

CALEB SCUDDER.

No. 18.—Isaac Kinder's testimony:

Isaac Kinder, merchant, makes the same statement.

ISAAC KINDER.

Sworn to, before me,

CALEB SCUDDER, *J. P.*

No. 19.—David Bates' testimony:

David Bates, merchant, makes the same statement.

DAVID BATES.

Sworn to, before me,

CALEB SCUDDER, *J. P.*

No. 20.—Nicholas McCarty's testimony:

Mr. McCarty, merchant, called by Mr. Drake and Mr. St. Clair.

Question first. (By Mr. St. Clair.) Do you know of my ever exchanging scrip?

Answer. I do not know of your having any connection with it.

Question second. Did you not request me to act as your agent, and did I not refuse?

Answer. You said you could have nothing to do with it. I asked you if I might be permitted to remain in the room, by myself or agent? You said you would not pretend to turn any one out of the room. I then asked if I might engage Clairborne Hanna? You said you had no objections to it; you did not expect to control him. The time was about 1831, early in the year. You said the scrip was consignable, consequently receivable, according to the forms prescribed; and you did not feel disposed to interfere. I don't think you had any knowledge of the compensation that I was to give Mr. Hanna, or Mr. Sharpe, who also exchanged for me. I don't think you had any part of the compensation.

Question third. Was the scrip you had here the property of original holders, or of assignees, for the purpose of speculation?

Answer. The scrip I received was generally from Philo Hale, Mr. Ewing, and Mr. Buckingham; (Mr. Ewing was the Senator in Congress.) There was a small part of the scrip I purchased myself. They were all assignees, and held it for speculation.

Question fourth. What did Mr. Gardiner say to you about the manner I had kept the office?

Answer. He said the office appeared to be kept in good order; that he had had some difficulty with Mr. St. Clair's brother-in-law, but it should not affect him. He suggested to me that I had better speak to Mr. St. Clair to get a statement from Mr. Sharpe relative to the scrip he had exchanged. Mr. Gardiner's conversation left the impression on my mind that he was favorably inclined with regard to Mr. St. Clair, and the manner in which he had kept his office.

Question fifth. Were not the assignments of scrip made before it was sent here, and the power of attorney, under which it was assigned, certified by the Commissioner of the General Land Office, to be on *file* in *his office?*

Answer. The greater portion of it was so certified by Mr. Hayward.

Question sixth. Did I not prohibit the exchange of scrip in the office as soon as I understood, from Gardiner, that the instructions applied to clerks?

Answer. Immediately you did.

Question seventh. Could I not, if I had been so disposed, have made 2,000 or 3,000 dollars by exchanging acrip?

Answer. I should think so.

Question eighth. Do you know of any instance when I ever received a single cent for exchange of scrip?

Answer. No, sir.

Question ninth. Did I keep my office neat, and my books and papers clean from dust and dirt?

Answer. So far as I saw from time to time.

Question first. (By T. A. Howard.) Did you have an agreement with Mr. Sharpe, that he was to give you the preference in scrip exchanging?

Answer. Yes, sir. He was not to undertake, to my exclusion, to exchange for others.

Receiver's office:

Question first. (By Gen. Drake.) State what you know in regard to my dealing in scrip?

Answer. I made a bargain with you to present my scrip to purchasers, for a small per cent, and after a short time you declined it, giving as a reason, as well as I remember, that you thought it might lead to some wrong suspicions by the department, for you to have any hand in exchanging, or something to that amount. It was shortly after the first scrip came on. I bought some scrip of you once, perhaps one or two thousand dollars. You sold it as the attorney for Mr. Morgan.

Question second. Was it the custom of merchants and others here to go about, just before a quarter year expired, borrowing money, saying they only wanted it until the receiver returned from Cincinnati?

Answer. I don't know that I ever heard of such a thing.

Question third. Do you know of my speculating on the public money?

Answer. I do not.

Question first. (By T. A. Howard.) Has Gen. Drake performed any services for you as scrip agent, either by writing relinquishments, assignments, or otherwise, in the exchange of scrip since May last?

Answer. About the time Gardiner was here, Gen. Drake, at my request, and to save my coming to the office in person, or sending a clerk, wrote the relinquishments for my accommodation; but there was no compensation.

Question first. (By Mr. St. Clair.) Had you any agent stationed in Conner's and Harrison's store, or counting room, during Gardiner's stay here, or did you inform him so?

Answer. I did not. I attended there myself.

Question second. Have you exchanged as much since Mr. Sharpe ceased, as before, in the same time?

Answer. No, I have not. Mr. Harrison, my agent, when he goes to his meals often misses a purchaser, the office being constantly kept open; while I attended myself I did not miss a solitary entry, to which scrip would apply.

Question first. (By Mr. Howard.) What did you state to Gardiner, with regard to watching for purchasers?

Answer. I stated that I would be obliged to watch every purchaser that came in; and may have said that I would stay at the counting room until I got under way, and then get some one to attend for me.

Question second. Have you had very extensive money transactions with Gen. Drake, while he was receiver.

Answer. I have considerable. Sometimes he made advances to me, and sometimes I made advances to him, perhaps from $20,000 to $50,000 in all. Sometimes Gen. Drake would state to me that the advances he asked of me were on account of specie he had on hand, and desired the paper to deposit; at other times, it was in consideration of drafts which he expected to receive, or had received of Johnson and Milroy, as superintendents of the national road. These advances rarely amounted to a very large sum at one time; varying from $500 to $2,000; possibly, sometimes as high as three thousand. Gen. Drake proposed to me to give me the silver, and I refused to receive it, preferring to wait and receive the drafts, or paper.

And further saith not.

NICHOLAS McCARTY.

Sworn to, before me,

CALEB SCUDDER, *Justice of the Peace.*

No. 21.—James Morrison's testimony:

Question first. (By Mr. St. Clair.) Have you been frequently in the register's office, while I was acting as register?

Answer. I have.

Question second. (By same.) Did you examine the office, at my request, last November?

Answer. I did.

Question third. In what situation were the books and papers of the office at that time?

Answer. The examination was not thorough; that is, I only looked into them generally; but the examination was such as to satisfy me that I have not been mistaken in my previous opinion, that the books and papers were neatly kept and preserved with care.

Question fourth. What do you know of my personal attention to the duties of the office?

Answer. I always considered that you gave strict personal attention to the duties of your office; and presume that no one can, in truth, say otherwise. I had good opportunity for judging, as the duties of my own office kept me very closely in town; and during the time of your service as register, our relations being intimate, we were much together. I can, therefore, say, with great confidence, that, unless when you were occasionally absent from home, your personal attention might be said to be constant.

Question fifth. (By same.) State whether I was much from home?

Answer. I think your absence could not amount, altogether, to more than from five to eight weeks during the year, and generally not more than ten days, or two weeks, at a time.

Question first. (By T. A. Howard.) In your examination of the books, did you compare them?

Answer. Not critically.

Question second. (By same.) Did you compare the town plats with the tract books?

Answer. I did not.

Question third. (By same.) Did you compare the registry of certificates with the journal?

Answer. I did not. I did not consider my examination as amounting to a comparison of any book or paper with another. It was a mere cursory examination.

Receiver's office:

Question first. (By Gen. Drake.) Was it a custom of the merchants, or men of business, of this place, to go round, and industriously borrow money, just before I went on to make my quarterly deposits, saying, they only wanted it until the receiver returned from Cincinnati?

Answer. I never knew or heard of any such custom; nor of one solitary instance of the kind.

Question second. (By same.) Have you known or understood that I was speculating on the public money?

Answer. I have no knowledge of the matter; nor have I any information from any one who pretended to know. You, as other men in office, supposed to have the means, may have been accused of so doing, but I cannot refer to any instance in which you were ever specially accused of the unlawful or improper application of public money. I have heard it suggested, that you might have a hand, in some way, in a speculation of revolutionary scrip; but, further, I have heard of no charge of speculation. The most and nearly all that I have ever heard of the scrip speculation, has been since it was said you were removed from office, and in reference to Colonel Gardiner's report.

And further saith not.

JAMES MORRISON.

Sworn to, and subscribed before the undersigned notary public, the day and year aforesaid.

W. W. WICK.

No. 22.—John Cain's testimony:

Question first. (By T. A. Howard.) Did you have any conversation with James B. Gardiner, Esq., when he was examining the land office?

Answer. Yes, sir, I had.

Question second. State distinctly what it was that passed between you.

Answer. Mr. Gardiner, soon after he came here, came to the post office, and, after inquiring for letters, made known the cause of his visit to Indianapolis. Next day a conversation passed at Mr. Brown's. He asked about scrip; I told him I knew nothing about it, except what common report said. He then asked about the attention of Gen. Drake and St. Clair to their offices; I replied that I was not as well acquainted with Drake's office as with Mr. St. Clair's: that St. Clair manifested a disposition to give satisfaction to all persons concerned, and was one of the most attentive officers I knew.

Question third. Did you give Mr. Gardiner any information respecting scrip?

Answer. No, sir, none at all.

Question fourth. Did you speak to him of any money that you or any person else had seen passing between General Drake's office and McCarty's store?

Answer. No, sir; Mr. Gardner told me after he had examined General Drake's office, or while he was examining it, that he had seen or was told that there was money passing between the receiver's office and McCarty's store.

Question fifth. What common report did you refer to when you told Gardiner that you knew nothing except what common report said?

Answer. I have heard the matter often spoken of that there was scrip exchanged in the two offices.

Question sixth. Has it been common here for persons in business to borrow money, saying they only wanted it until the receiver returned from Cincinnati?

Answer. It is a matter I never heard of until this investigation.

Question seventh. Is it a commonly received opinion, or has it been, that General Drake speculated in the public funds?

Answer. I don't know that it is; I have frequently heard it spoken of, but whether the speculations referred to were on public money or other funds I know not. As to the scrip I do not know that General Drake had anything to do with it, nor did I ever hear any such thing of Mr. St. Clair.

And further saith not.

J. CAIN.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 23.—Samuel Henderson's testimony:

Question first. (By T. A. Howard.) During the time that General Drake kept the receiver's office in this place, was it "publicly talked of," or generally believed, that General Drake was in the habit of speculating on the public funds?

Answer. It was talked of; but whether generally, I am not able to say. I have heard such talk.

Question second. Was it common for persons in business here to borrow money, saying they only wanted it for a few days, or a short time, until the receiver returned from Cincinnati, where he would go on to make his deposits?

Answer. Not to my knowledge. I have no recollection of hearing any such conversation.

Question third. During Mr. Gardiner's stay here, did you hear from any quarter that bags of silver were seen passing between the receiver's office and McCarty's store, or do you know such to have been the fact at any time?

Answer. I don't think I heard any such thing.

Question fourth. Have you any knowledge relative to General Drake or his clerks dealing in scrip, or exchanging it at any time?

Answer. I have not.

Question fifth. Was it generally believed here that they, or any of them, were engaged in scrip dealing in any form?

Answer. Such was the general rumor amongst those with whom I conversed. When Gardiner was here he came to me and asked me upon the subjects indicated in your questions; I told him, of my own knowledge, I knew nothing; his reply was, "It comes to me from every quarter."

Question first. (By Mr. St. Clair, on behalf of General Drake.) Do you know of a single instance of speculation in the public funds by General Drake?

Answer. No, sir.

Question first. (By T. A. Howard.) Do you know of any speculation in public funds, any dealing in scrip, or any other act of official misconduct by General Drake, than what is disclosed or referred to in your foregoing answers?

Answer. No, sir.

Register's office.

Question first. (By T. A. Howard.) Do you know what portion of Mr. St. Clair's time he was absent from Indianapolis while he was register?

Answer. He was frequently away; I cannot say anything like the precise time.

Question second. Was it notorious that scrip was exchanged by Mr. Sharpe at the register's office?

Answer. I think so.

Question first. (By Mr. St. Clair.) Were you intimate with me, or did you visit the register's office frequently, so that you could judge whether I was at home or not?

Answer. I was not frequently at the office, or at your house; living so near I could consequently know whether you were frequently absent from town.

Question second. Was I, when at home, often in the street, or did I keep myself very close?

Answer. I saw you very frequently in the street. I think you did not keep yourself very close. And further saith not.

SAM'L HENDERSON.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 24—Gov. Noble's testimony:

Question first. (By T. A. Howard.) During the time that General Drake kept the receiver's office here, was it common for merchants, and other men in business, to go about borrowing money, about the time he would go on to make his deposits, saying that they only wanted it until he should return from Cincinnati, or do you know of any instance of the kind?

Answer. I know of none.

Question second. Was it publicly talked of here, that he was engaged in speculations on the public money; or that he or his clerks, were in the habit of dealing in or exchanging scrip?

Answer. As regards speculations on the public funds, such was public rumor; but I have no knowledge of its accuracy myself. I have heard it remarked, that exchanges of scrip were made by those in the service of the general; this was the first or second year of his service.

Question third. Do you know of any other general rumor here respecting any other official misconduct, either of Drake or his clerks?

Answer. I heard, as public rumor, that General Drake assisted with the funds of this office, Dr. Canby, in making his deposits; and I have had persons pointed out to me as being here on that business, but this rumor is not confirmed by any fact within my own knowledge.

Question fourth. Can you name the persons who were so pointed out to you?

Answer. I cannot, certainly, but think a Mr. Wilson, of Crawfordville, was one; I also heard that General Johnson, the road superintendent, had received $4,000 from General Drake for the benefit of Canby.

Register's office.

Question first. (By T. A. Howard.) Do you know of Mr. St. Clair's dealing in scrip, or suffering it at his office, or of his absence from Indianapolis while he was register; or of his neglecting in any manner his duty as a public officer?

Answer. I have not seen Mr. St. Clair engaged in any scrip transactions, but have seen exchanges making by his clerk; I have known him occasionally to be absent to the eastern part of the State and to Ohio, during his service; but I know of no neglect of the duties of his office.

Mr. Gardiner having referred to me, I am perhaps placed in the light of an informant, *secretly*, and wish to explain by stating, that I was invited to the room of Mr. Gardiner, when he named the object of his visit, and the rumors that filled the country, charging the land officers here with speculations in scrip, and other improprieties. He referred to his instructions, and spoke of his willingness to do his duty, but said he was a stranger, and knew not to whom to apply, as regarded the allegations that both the officers were dealing in scrip, and that the receiver was concerned in a broker's office, &c.; I said to Mr. Gardiner that I had heard these reports, but knew nothing of their truth; that I had no doubt the receiver would admit them, if true; that I entertained for the receiver the most friendly feelings, which, with the fact of my removal from the same office on political considerations, would forbid my communicating information were I in possession of any. And further saith not.

N. NOBLE.

Sworn to and subscribed, January 23, 1834.

THOMAS H. SHARPE, *Notary Public.*

No. 25.—James Blake's testimony:

Question first. (By General Drake.) Did I borrow $5,000 while Mr. Gardiner was here, to your knowledge?

Answer. Not to my knowledge.

Question second. Was it the practice of merchants, and other men in business, just before I would go on to make my deposits, to go about to borrow money, saying, "they only wanted it until the receiver returned from Cincinnati?"

Answer. I do not know of any such thing to my own knowledge. While Gardiner was here, I had a conversation with him, and he asked me if General Drake was not concerned in the loan office. I told him I understood he was, and gave him my reasons for believing it, that Mr. McCarty had told me he was endorser for General Drake and Blythe at Cincinnati, for $5,000.

Question third. Do you know in any instance of my speculating on the public money?

Answer. I do not.

Question first. (T. A. Howard.) Do you know of General Drake's dealing in scrip, or suffering his clerks to do so, by exchanging it or otherwise?

Answer. I do not know it.

Question second. Was it generally talked of here, that General Drake speculated in the funds of his office?

Answer. I have heard such things, but from, or by whom, I do not recollect.

Question third. Do you know of any other malconduct of General Drake, as a public officer?

Answer. I do not, of myself.

Question fourth. Do you know of General Drake's making loans of public money? or have you heard it commonly spoken of that he was in the habit of making loans, in any manner, of such funds?

Answer. I do not know it. I have heard it spoken of, but by whom I would not pretend to say.

And further saith not.

JAMES BLAKE.

Sworn to and subscribed, January 23, 1834.

THOS. A. SHARPE, *Notary Public.*

No. 26.—Deposition of James Leviston:

Question first. (By T. A. Howard.) State if you know anything respecting any scrip transactions, in which either General Drake or Mr. St. Clair, or any of their clerks had any agency, and anything connected therewith?

Answer. I know of no scrip transactions in which either General Drake or Mr. St. Clair was, to my knowledge, concerned. During the session of the legislature last winter, my brother at Jeffersonville sent me two thousand dollars in scrip to get cashed for him; on making inquiry where I could probably succeed in getting the scrip cashed, I was directed to call on Mr. Sharpe at the register's office for that purpose; I did so, and was informed by Mr. Sharpe that Mr. Nicholas McCarty had deposited with him a larger amount of scrip than could be cashed by him before the close of the session, and that therefore he could not accommodate me without Mr. McCarty's permission. I called on Mr. McCarty, but failed in getting that permission.

And further, this deponent saith not.

JAMES LEVISTON.

Sworn to before me,

CALEB SCUDDER, *J. P.*

No. 27.—Gen. Homer Johnson's testimony:

Question first. (By Mr. Drake.) Did you receive from me, for the benefit of Doctor Canby, $4,000, or any other sum of money?

Answer. No, I did not.

Question second. Do you know of my having loaned Doctor Canby any money to assist him in making his deposits?

Answer. No, sir.

Question first. (By T. A. Howard.) Did you ever, on behalf of Doctor Canby, apply to General Drake for the purpose of obtaining money to make his deposits?

Answer. I never did.

Question second. Do you know of General Drake's speculating in public funds in any manner?

Answer. I do not.

Question third. Did you ever hear it so reported.

Answer. No, sir.

And further saith not.

H. JOHNSON.

Sworn to before me,

CALEB SCUDDER, *J. P.*

COLUMBUS, *November* 28, 1834.

DEAR SIR: I have completed, as far as practicable, the objects of my appointment as commissioner for the examination of the land office at this place; and although my success has not been so complete as I could have desired, owing to facts which I have elsewhere represented to the committee, yet I have succeeded in clearly proving some acts, which I consider perhaps as outrageous as any that have been committed at any office. You will not fail to see at once the effect of such an arrangement as was made by the receiver at this place with G. W. Martin. The effect would be to enable any one man thus favored, to monopolize the entire sales, bid off the lands at whatever price he might put down competition; of course the people, attending the public sales, will have dispersed in a few days after the sales have closed; they have no idea but all things, in regard to the transaction, are fair. A short time after the sales, the person thus purchasing by agreement, forfeits the land; the whole affair is canceled, the receipts destroyed, and the land becomes subject to entry in the usual manner, and this being known only to a few privileged individuals, of course, they can enter the land at the minimum price. This, sir, has been the course pursued here, which is, in every particular, proved by the evidence of the receiver himself, and more particularly by the evidence of Adolphus G. Wier, who was, as will appear from his deposition, an acting clerk in the receiver's office at the time. The facts of such an agreement being made, of Martin's purchasing under it, of the canceling of the purchase, destroying the receipts, and erasing or marking out the "*sold*" on the books and maps, are all distinctly proved. The witness was of opinion that this was by the permission of the Commissioner of the General Land Office; but he had not the means to ascertain this fact. At any rate, I conceive if he did give such permission, that it was only adding another individual to the fraudulent act; for I should think the Commissioner of the General Land Office could not legally allow such conduct. Of this fact, however, you can ascertain more directly and fully from the office of the commissioner of the land office there.

From the numerous complaints made to me of the conduct of G. W. Martin, Choctaw locating agent, I am of opinion that it would be well for the committee to institute an inquiry into his conduct. I did not consider myself authorized to take any evidence in regard to him, for reasons which I have stated elsewhere. I can, however, say, that should the committee think proper to have such inquiry made, and will give me the necessary authority, I will attend to it, provided the compensation allowed me will justify me in doing so. I feel it my duty to inform you of the habits of the officers here. I can assure you that the register, Major Dowsing, is a sober, industrious, persevering man in the discharge of his official duties, and I should think it difficult to better that appointment, in these *degenerate* times. The receiver is all the time drunk; so much so, as to incapacitate him from the discharge of his official duties. He has clerks who are attentive. His situation is so notorious here, that I am of opinion that it would be well enough, for those opposed to the present order of things, to say nothing about it, but let him alone; for I find it has the effect of "*opening the eyes of the blind*" in many instances here, and disgusting many more, and, upon the whole, I think his being retained in office has the effect of materially injuring the administration here. These are, however, only a few hints, incidentally dropped, for your consideration. The fact is notorious here, that he is never sober enough to attend to any business.

The sales of public lands commence here next Monday. I shall remain here, perhaps, during the sales. I find the fact of my presence, and the knowledge of my business here, causes considerable uneasiness among the speculators, who are daily coming in. They are afraid of me; they fear I have been authorized and directed to remain here and watch them; and I have no doubt my presence here, under the circumstances, will save a very large amount of money to the general government. Though I remain upon private business, yet I shall not undeceive them. They have taken up the idea that I am authorized to stop the sales, if I find anything like combination; this I rather encourge. Thus you will perceive I am rather an unwelcome guest among the speculating gentry. Enclosed I send you a statement of charges in relation to this business, and will write to you again in a few days in relation to that part of the business. I, you will preceive, mention fifteen days, as the time I have been engaged in this business. It is true I was not that many days actually engaged in taking testimony; but I was engaged in searching it out, and particularly in ferreting out the circumstances of the affair with G. W. Martin, and, in fact, a longer time. You can allow me what compensation you think proper; or it may be governed by the usages in such cases. I beg leave to refer you to my next letter, which I will write in a few days on this subject.

I am, your friend, G. C. WOOLDRIDGE.

To Hon. GEORGE POINDEXTER, *Washington City.*

23D CONGRESS.] **No. 1265.** [2D SESSION.

RELATIVE TO DELAY IN ISSUING PATENTS FOR CONFIRMED LAND CLAIMS IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 16, 1834.

TREASURY DEPARTMENT, *December* 16, 1834.

SIR: In obedience to the resolution of the House of Representatives, passed 11th December, 1834, directing the Secretary of the Treasury to report "the causes which have retarded the issuing patents in favor of the claimants to lands in the State of Louisiana, which have been confirmed by virtue of the different acts of Congress which have been passed for the adjustment of land claims within the said State," I have the honor to transmit herewith a report from the Commissioner of the General Land Office, to whom the resolution was referred, which gives the information required.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN BELL, *Speaker of the House of Representatives.*

GENERAL LAND OFFICE, *December* 13, 1834.

SIR: In compliance with the resolution of the House of Representatives of the 11th instant, directing a report to be made to that House of "the causes which have retarded the issuing of patents in favor of the claimants to lands in the State of Louisiana, which have been confirmed by virtue of the different acts of Congress which have been passed for the adjustment of land claims within the said State," referred by you to this office, I have the honor to report:

That, by the existing laws, all the confirmed claims in Louisiana have to be surveyed under the authority of the United States, and that none of the plats of the townships in which such claims were situated could be considered as complete, so long as the land offices were kept open for the reception and adjudication of claims, as, until the question of title was definitely settled, those plats would not show such a discrimination between the public lands and private claims, as would enable the government to act upon them with confidence, and that, until the survey of the township was completed, it was impracticable to know what might be the interferences between the lines of the different claims, or to prepare the particular plats of each claim, giving to the tract its proper sectional number, by which the land was to be identified and described in the certificate of the register, and the patent founded thereon.

The nature and value of those claims were such as to render it necessary that the surveys should be executed with the greatest care and circumspection, and none but the most experienced and faithful deputies should, therefore, have been employed in their execution, while the peculiar nature of the country rendered the progress of the surveyor not only slow in the execution of the work, but limited the season

for active operations in the field to but a portion of the year. Another great impediment to the prompt and faithful execution of the surveys in the alluvial portion of that State, which includes the great body of the claims, has been the insufficient maximum allowance per mile which the law has prescribed for surveying; and as the same maximum was paid for surveying the uplands and pine barrens of the State, it was difficult to procure competent deputies to execute the surveys of those claims, and the adjacent low grounds, so long as they could procure more profitable contracts for surveying in those parts of that and the adjacent States, where they could execute their work with greater rapidity and less risk as to health.

These causes, combined with the former and peculiar organization of the surveying department in that State, rendered the surveying of the public and private lands, and the preparation of the plats, both tedious and difficult; but the act of 1831 having abolished the offices of the three principal deputy surveyors, and established that of a surveyor general, the surveying operations have, since then, been carried on with more vigor, and it is believed that the execution of the surveys yet required, and the preparation of the plats, will progress with greater efficiency and rapidity. At the same time, I cannot but again urge upon the legislature the absolute necessity, if the surveys are expected to be finally closed within a reasonable time, of allowing some additional compensation to be made to the deputies, in those cases where it is found, from the peculiar nature of the surveys, to be utterly impracticable to procure the work to be executed for the present maximum fixed by law.

The existing laws only authorize the issuing of patents upon the production of the patent certificates of the register, accompanied by the necessary plats of survey; these plats are, in the first instance, after having been prepared and recorded in the surveyor general's office, forwarded by him to the proper register, who has to compare them with the reports and all the other documents in his office, preparatory to granting his patent certificate therefor. This is often a work of much labor, and for the performance of which he receives no special compensation from the government, but is allowed certain fees, payable by the claimants.

In the southeastern district of Louisiana, although the private claims are not definitely settled, there being one report of the land officers upon such claims now before Congress for their decision thereon, the plats of 130 townships and fractional townships have been returned to this office, and it is presumed that the particular plats of a portion of the private claims in those townships have been sent to the register's office, although patent certificates have been transmitted in but two cases, upon both of which patents have issued. The reasons why more certificates have not been issued, are not known to this office; but from the statements made by the register at Opelousas, hereafter alluded to, in relation to the claims in his district, it may be inferred that it arises, in part, from a similar indifference on the part of the claimants themselves as to procuring their patents.

In the St. Helena district, the plats of 112 townships and fractional townships have been returned to this office, while the land officers, so far as known to this office, have issued but one certificate, which has been patented under date of the 27th October, 1833. The surveyor general for Louisiana stated that "between four and five hundred plats of private claims in the district of St. Helena have been prepared from the notes in this office. I am bold to say, not only that there has been no remissness (as might be supposed from the tenor of the letter of the land officers at St. Helena to you, dated 10th January last,) on my part in bringing up this branch of the arrears, but that great pains have been taken, and great diligence used in so doing. It is scarcely necessary to say that the labor, both mental and mechanical, was very considerable in making out such a number of plats from old, ill written notes; some of the plats attempted were set aside on account of bad closing." This office has, for some time past, been in the expectation of receiving numerous patent certificates for the claims in that district, as their transmission has been urged upon the officers, but the causes which have delayed their transmission are not known.

In the district north of Red river, the plats of 199 townships and fractional townships have been received; but as, during almost the whole of the period in which the land offices were open for the adjustment of claims, that district formed part of the then western district, the claims were acted upon at Opelousas, and the patent certificates therefor are to be issued by the register at that office. The only report made from the land office for the district north of Red river, being that under the act of May, 1820, embraces about seventy claims; twelve patent certificates are known to have been issued by the register, and eight of them have been patented.

In the southwestern, or Opelousas land district, the plats of 147 townships and fractional townships are on file.

The register had, up to the last advices on the subject, issued six hundred and twenty patent certificates for the claims in that district, and the district north of Red river, and patents had been issued for four hundred and forty-nine of those cases. The patents on the other cases have not been issued, in consequence of the interference of the surveys with each other, the want of township plats, or the certificates have been returned for correction or re-examination, with the exception of a few of them, upon which patents will be issued so soon as the other business of the office will admit.

In conclusion, I would call your attention to the enclosed extract of a letter from the register at Opelousas to this office, dated 25th July, 1833, as showing not only the indifference of the claimants respecting the issuing of patent certificates, but, also, their absolute rejection of the patents themselves, as long as the present fee of two dollars is demandable by the register for delivering the patents; and with a view to expedite the business, I am induced to recommend that the present provisions of law, which require the payment of fees to the register, by the claimants, for issuing patent certificates, or delivering the patents, be abolished, and that a reasonable compensation be made by the United States to the officer for the performance of those duties.

All which is respectfully submitted.

ELIJAH HAYWARD.

The Hon. Levi Woodbury, *Secretary of the Treasury.*

Extract of a letter from Valentine King, register of the land office at Opelousas, Louisiana, to the Commissioner of the General Land Office, dated 25th July, 1833.

"Your letter of the 1st instant, with sixty-three of my patent certificates for explanation and correction, has been received, and the subject shall receive immediate attention.

"The immense labors which I have had to perform without any compensation, induce me to ask if I am bound to issue patent certificates unless the parties demand them. Hitherto I remember but four instances, out of more than six hundred, where any applications have been made. I have acted only on the plats and titles before me, and by directions from the General Land Office.

"Unless relief is extended to the office, I despair of ever accomplishing the final adjustment of the claims. I do verily believe that more labor must be performed to complete them than has been already performed by boards, translators, clerks, and deputies, at an expense of $40,000 paid by the government. I must be my own clerk and translator, amidst the intricacies of about 4,000 claims, resting upon tattered and badly written French and Spanish titles. For what I have already done I have not received more than $50, and have little prospect of ever receiving $50 more; and to make the prospect more discouraging, heavy additional duties, without fee or reward, are required under the sixth section of the act of 3d March, 1831, in relation to interfering titles. And, last of all, the people will not have the patents for pay. I sent a whole bundle to one neighborhood, and they refused, to a man, to receive them on condition of paying the fees, and here they lie!

"Were the register paid, as the surveyors now, as the various commissioners, &c., heretofore, a reasonable compensation, say from $3 to $4, on the issuing of each patent, payable by the receiver, (that officer being made the patent depository, as register now is,) I should be able to employ a competent force to bring up the business with dispatch, and with much more accuracy than can possibly be expected from a single officer charged with a variety of other public business.

"I sincerely hope that these remarks may induce you to direct your efforts, which I am almost persuaded cannot fail of success, to the accomplishment of some measures which may effectually meet the objections here stated."

23D CONGRESS.] No. 1266. [2D SESSION.

ON CLAIM TO BOUNTY LAND.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 18, 1834.

Mr. CHAMBERS, from the Committee on Private Land Claims, to whom was referred the petition of Hosea King, late a musician in the army of the United States, reported:

That they have examined his case, from which it appears, that on the 23d of October, 1810, he enlisted in the army of the United States as a musician, for the term of five years, and that he remained in said service until the expiration of said term, when, on the 24th of October, 1815, he was honorably discharged. During which period, he had to encounter the fatigues, hardships, and perils of a war service. He has received all the pay and emoluments to which he was entitled under his contract of enlistment, and under the provisions of the act of Congress providing for that enlistment and service; but as soldiers afterwards enlisted, and who served a shorter time than himself, have received from the bounty of government the same and more pay, as well as bounty land, he desires that Congress will extend to him a like bounty. The act of Congress granting bounty lands in addition to pay, was passed the 24th December, 1811; and if Congress, on the apprehension of war, and for a war service, chose to extend the inducement to enlistment, so as to encourage an increase of the army, and did not think proper to extend the provisions to those who had been before that enlisted under other circumstances, the soldier who has received, under the laws that regulated his enlistment and services, all that was provided, has no claim on the justice or bounty of his county, unless he has become disabled and infirm by reason of that service, which is not alleged in the present case. The petitioner's case is not a solitary one, but belongs to a class of cases, embracing all who enlisted before December 24, 1811. And if the land bounty should be thus extended, it should be by a law of Congress, embracing all that class of cases; the propriety and policy of which may well be questioned, and when presented, will deserve attentive consideration for its retrospective operation in one class of cases, which would furnish precedents for like claims by officers, agents, and other claimants, who might appeal to the equity and bounty of their country for a like remuneration, beyond the emoluments and provisions of the law under which they acted or served.

With these views, the committee think the petitioner is not entitled to relief, and submit the following resolution:

Resolved, That the petitioner is not entitled to relief.

23D CONGRESS.] No. 1267. [2D SESSION.

ON CLAIM TO LAND IN ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 22, 1834.

Mr. CHAMBERS, from the Committee on Private Land Claims, to whom was referred the petition of Henry Bright, reported:

That the petitioner alleges that he is a citizen of Mobile, and claims a lot in said city, by purchase from persons who had been in the actual possession thereof more than ten years before the 15th of April, 1813, and ever since that time.

By the fourth section of the act of May, 1822, confirming the report of the register and receiver, all persons in the actual possession of lots, and which "had been built upon, improved, or occupied before the 15th of April, 1813, shall be entitled to grants therefor," provided that no claim shall exceed seven thousand two hundred square feet. The petitioner alleges that, if application had been made to the register and receiver, there could have been no doubt of a confirmation of their title; but this was not done, owing to the ignorance of the claimants, then in possession, of our laws and language.

The facts, as alleged by the petitioner, are clearly proven by witnesses certified to be respectable by the register of the land office at St. Stephen's, and who further certifies that the title has been regularly transferred to the present claimant.

The committee are of opinion that the claimants to said lot ought not to lose title by their omission, from ignorance or other cause, and report a bill for his relief.

23D CONGRESS.] No. 1268. [2D SESSION.

STATEMENTS OF THE AMOUNT OF THE TWO AND THREE PER CENT OF THE PROCEEDS OF THE SALES OF THE PUBLIC LANDS IN ALABAMA YET DUE THE STATE.

COMMUNICATED TO THE SENATE DECEMBER 23, 1834.

TREASURY DEPARTMENT, *December* 23, 1834.

SIR: In obedience to the resolution of the Senate of the 15th instant, directing the Secretary of the Treasury "to communicate to the Senate the amount of the two per cent of the proceeds of sales of public lands lying within the State of Alabama, reserved to be applied to the making a road or roads leading to the said State, under the direction of Congress; and also, if any, what amount of the three per cent of the said proceeds of sales of public lands, reserved to be applied to internal improvements within the State, be now due the State,"—I have the honor herewith to transmit to the Senate a report from the Commissioner of the General Land Office, which gives the information called for by this resolution.

I have the honor to remain, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. M. VAN BUREN, *Vice-President United States and President of the Senate.*

GENERAL LAND OFFICE, *December* 22, 1834.

SIR: In reply to the resolution of the Senate of the 15th instant, (which you have referred to this office,) in the words following, to wit:

"*Resolved*, That the Secretary of the Treasury be directed to communicate to the Senate the amount of the two per cent of the proceeds of sales of public lands lying within the State of Alabama, reserved to be applied to the making a road or roads leading to the said State, under the direction of Congress; and, also, if any, what amount of the three per cent of the said proceeds of sales of public lands, reserved to be applied to internal improvement within the State, be now due the State,"—I have the honor to report,

That two per cent on the amount of the net proceeds of the sales of public lands in the State of Alabama, to the end of the year 1833, was	$104,268 92
That by the returns of the land officers of that State for the 1st, 2d and third quarters of 1834, the same would amount to	10,487 06
	$114,755 98
That by the returns of the land officers of that State for the 1st, 2d and 3d quarters of 1834, not yet adjusted, there appears to be due to Alabama of the three per cent fund, under the act of March 2, 1819, the sum of	$15,730 58

The amount due that State of the three per cent fund, under said act, up to the commencement of 1834, having been paid by the Treasury.

With great respect, your obedient servant,

ELIJAH HAYWARD.

The Honorable LEVI WOODBURY, *Secretary of the Treasury.*

23D CONGRESS.] No. 1269. [2D SESSION.

ON CLAIM TO LAND IN ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 23, 1834.

Mr. CLEMENT C. CLAY, from the Committee on the Public Lands, to whom was referred the petition of Isaac Wellborn, jr., reported:

That the petitioner represents himself the purchaser of a tract of land in Jackson county, Alabama, which was reserved to one Thomas Harrison, the head of an Indian family, under the treaties concluded between the United States and the Cherokees, in July, 1817, and February, 1819. He states that he purchased fairly, and for an adequate consideration, of an individual who derived title from the sole heir of said Thomas Harrison, who continued to reside on said reservation during his life, and died thereon. He asks a confirmation of his title, that he may securely enjoy his rights and the product of his labor. The proof which accompanies the petition establishes satisfactorily that said Harrison continued to reside on said reservation till his death; that he left but one child, a daughter, who married one Samuel Guntre, and united with him in a sale and conveyance to Edward Guntre, and that the latter sold and conveyed to the petitioner and his brother, William Wellborn. Authenticated copies of the deeds of conveyance, in both instances, accompany the petition. It also appears that the widow of Harrison is dead. By the terms of the treaty under which this reservation is claimed, the heads of Indian families were entitled to a "life estate, with a reversion (remainder) in fee simple to their children, reserving to the widow her dower;" but it is expressly "provided, that if any of the heads of families, for whom reservations may be made, should remove therefrom, then, in that case, the right to revert to the United States." The object of the petitioner is no doubt to guard against the loss of the testimony, (it being merely parol,) by which he is now able to prove the continued residence and death of the reservee on the tract of land, and which might hereafter result in the defeat of his title. Under this view of the case, the committee believe it but reasonable to quiet the title, by the relinquishment of the reversionary interest of the United States; and, for that purpose, they report a bill.

23D CONGRESS.] No. 1270. [2D SESSION.

STATEMENTS OF THE AMOUNT OF LANDS, SOLD AND UNSOLD, IN THE STATES AND TERRITORIES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 27, 1834.

TREASURY DEPARTMENT, *December* 27, 1834.

SIR: In obedience to the resolution of the House of Representatives of the 11th instant, directing the Secretary of the Treasury to report to the House—

"1st. What quantity of public land has been offered at public sale in the several Territories.

"2d. What portion remains unsold and subject to private entry in the States and Territories, respectively, and how long the same has been so subject in each.

"3d. What portion of the public land offered, and not sold, at auction, has since been bought at private sale.

"4th. What quantity of public land has been sold, and for what sum, in each year, from the year 1822, inclusive.

"5th. And the number of acres in each State and Territory, the number sold in each, and the amount received therefor,"—I have the honor herewith to transmit a report from the Commissioner of the General Land Office, which gives all the information called for, that the records of his office will enable him to furnish.

It will be seen by the copy of a letter addressed to the Commissioner, hereto annexed, that he has been requested to obtain from the land offices the necessary information to enable him to prepare a further and full report, as called for by the House, as early as practicable.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN BELL, *Speaker of the House of Representatives.*

GENERAL LAND OFFICE, *December* 23, 1834.

SIR: In reply to a resolution of the House of Representatives, passed on the 11th instant, in the words following, to wit:

"*Resolved*, That the Secretary of the Treasury be directed to report to this House—

"1st. What quantity of public land has been offered at public sale in the several States and Territories.

"2d. What portion remains unsold and subject to private entry in the States and Territories, respectively, and how long the same has been so subject in each.

"3d. What portion of the public land offered, and not sold, at auction, has since been bought at private sale.

"4th. What quantity of public land has been sold, and for what sum, in each year, from the year 1822, inclusive.

"5th. And the number of acres in each State and Territory, the number sold in each, and the amount received therefor," and which has been referred to this office—I have the honor to submit the accompanying tables, marked A, B, and C.

That portion of the second clause of the resolution requiring to know how long the unsold land has been in market, in each State and Territory, cannot be satisfactorily answered. Under a call for similar information, by resolution of the House of Representatives, passed 3d January, 1833, information was furnished which had been collated from the district land offices, which affords the best idea the nature of that call would admit of, of the length of time the unsold lands had been in market, to the date there given.

I regret that at this time it is not in the power of the office to do other than refer to the information furnished in obedience to the former call, and which forms table B, herewith transmitted.

In reference to the third clause of the resolution, requiring to know "what portion of the public land offered, and not sold, at auction, has since been bought at private sale," I have to remark that there are no means of coming at the desired information without a resort to the district land offices, which could not be done, and the information obtained, in time for the action of the present Congress.

The land office returns of sales have always been rendered for *monthly* periods, (and where the term of duration of a sale is divided between two months, the report of proceedings thereunder forms part of the returns for these months,) and they seldom, if ever, discriminate between the auction sales and private entries of land, except by the price, in those cases where the auction sale exceeds the minimum rate per acre.

I have the honor to be, sir, very respectfully, your obedient servant,

ELIJAH HAYWARD.

Hon. Levi Woodbury, *Secretary of the Treasury.*

A.

State or Territory.	Estimated superficial contents in acres of each State and Territory.	Quantity of public land offered for sale to 30th Sept., 1834.	Quantity of public land remaining unsold and subject to private entry on 30th Sept., 1834.	Quantity of public land sold to the 30th Sept., 1834.	Amount paid by purchasers of public land to 30th September, 1834.
Ohio	24,923,899	14,703,163.10	4,584,752.92	10,118,410.18	$18,882,623 47
Indiana	22,032,469	17,258,284.49	9,872,313.24	7,385,971.25	9,510,193 11
Illinois	32,321,947	18,789,515.45	15,801,428.39	2,988,087.06	3,771,787 43
Missouri	39,119,018	18,346,734.98	15,772,156.92	2,574,578.05	3,733,565 82
Alabama	32,174,640	23,454,018.04	17,840,473.60	5,613,544.44	10,795,484 45
Mississippi	27,487,200	15,450,330.29	12,110,206.23	3,340,124.06	4,855,121 58
Louisiana	31,463,040	6,450,942.05	5,886,185.03	564,757.02	907,713 26
Michigan	24,209,567	11,173,629.15	9,173,397.07	2,000,232.08	2,562,923 77
Arkansas	37,555,200	12,652,749.91	12,475,483.05	177,266.86	221,727 46
Florida	35,286,760	5,487,658.38	5,035,673.98	451,984.40	606,075 94
Total	306,573,740	143,767,025.84	108,552,070.44	35,214,955.40	*$55,847,216 29

* This sum includes the following items, viz:

Certificates of public debt and army land warrants	$984,189 91
Forfeited land stock and military land scrip	1,643,362 78
Mississippi stock	2,448,789 44
United States stock	257,660 73
	$5,334,002 86

ELIJAH HAYWARD.

General Land Office, *December* 23, 1834.

B.

Table exhibiting the aggregate quantity of public land remaining unsold and subject to private entry in the several States and Territories on the 31st December, 1831, showing as nearly as practicable the quantity remaining unsold at said date, which has been in market since the operation of the cash system, and also the quantity remaining unsold at said date, which was in market prior to the operation of the cash system.

State or Territory.	Quantity of public land subject to private entry December 31, 1831.	Quantity in market since the operation of the cash system in 1820.	Quantity in market prior to the operation of the cash system in 1820.	Remarks respecting the lands which were in market prior to the operation of the cash system.
Ohio	5,631,801	3,457,323	2,174,478	Nearly all in market for twenty years; the greater portion from twenty-five to thirty years.
Indiana	10,471,586	5,924,780	4,546,806	Nearly all in market from fifteen to twenty years.
Illinois	15,302,239	11,101,697	4,200,542	Nearly all in market for fifteen years and upwards.
Missouri	16,126,731	13,148,122	2,978,609	The earliest sales in 1818; heavy sales occurred, however, subsequently under the credit system; average period about twelve years.
Mississippi	9,778,362	5,242,126	4,536,236	From twelve to twenty years.
Alabama	17,992,339	11,820,536	6,171,803	From twelve to twenty-two years; average period may be said to be fifteen years.
Louisiana	6,107,188	4,925,757	1,181,431	About thirteen years.
Michigan	8,059,428	7,234,763	824,665	About thirteen years.
Arkansas	9,875,041	9,875,041		
Florida	5,063,040	5,063,040		
Total	104,407,755	77,793,185	26,614,570	

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *January* 22, 1833.
A true copy from the original. *December* 23, 1834.

C.

Statement showing the quantity of public land sold, and for what sum, in each year, from the year 1822, *inclusive, to the* 30*th September,* 1834.

State or Territory.	1822.		1823.		1824.	
	Acres.		Acres.		Acres.	
Ohio	185,181.39	$235,648 11	124,735.32	$155,919 18	166,752.01	$209,996 08
Indiana	252,982.34	329,066 71	165,046.69	211,157 27	154,558.51	187,508 05
Illinois	27,763.84	35,066 66	60,534.77	75,797 21	43,987.97	55,119 46
Missouri	32,163.70	40,432 78	80,958.57	104,961 34	86,785.12	110,813 28
Alabama	161,638.04	202,011 51	153,502.93	214,729 94	131,185.96	179,526 05
Mississippi	10,147.06	12,683 74	31,016.24	40,577 55	81,201.74	104,374 19
Louisiana	90,829.76	113,555 21	1,225.67	1,528 32	3,627.26	4,534 06
Michigan	17,359.38	25,718 94	34,017.77	42,612 71	78,246.68	98,205 58
Arkansas	23,160.67	29,084 17	2,281.56	2,852 74	2,977.79	3,722 28
Florida	.....	.....	.....	.....	.....	.....
Grand total	801,226.18	$1,023,267 83	653,319.52	$850,136 26	749,323.04	$953,799 03

C.—*Statement*—Continued.

State or Territory.	1825.		1826.		1827.	
	Acres.		Acres.		Acres.	
Ohio	141,932.61	$175,847 86	133,789.02	$168,408 37	151,003.31	$192,122 28
Indiana	162,270.71	210,248 25	200,190.72	250,238 20	209,691.21	263,065 62
Illinois	45,804.28	57,784 80	81,083.73	102,859 76	58,605.07	73,194 64
Missouri	85,807.99	107,301 00	58,517.03	73,198 89	155,070.53	199,114 08
Alabama	200,917.53	305,598 66	147,716.00	228,230 49	98,078.94	123,557 31
Mississippi	86,565.30	112,337 24	82,422.37	104,766 86	60,749.51	77,168 21
Louisiana	560 07	708 00	19,184.87	24,448 25	6,475.45	142,545 29
Michigan	106,752.63	134,945 84	59,361.96	94,195 77	42,410.05	53,085 47
Arkansas	7,794.50	9,743 09	13,352.20	16,690 23	4,055.98	5,069 98
Florida	55,056.07	90,553 63	52,464.36	65,580 45	140,587.71	189,182 48
Grand total	893,461.69	$1,205,068 37	848,082.26	$1,128,617 27	926,727.76	$1,318,105 36

C.—*Statement*—Continued.

State or Territory.	1828.		1829.		1830.	
	Acres.		Acres.		Acres.	
Ohio	165,793.37	$207,091 51	176,216.40	$232,175 20	156,392.70	$195,501 78
Indiana	250,812.81	313,517 45	346,527.51	435,571 32	476,351.85	598,115 55
Illinois	96,092.91	120,142 14	196,245.73	245,415 64	316,451.71	395,678 34
Missouri	147,148.12	183,988 69	152,545.64	190,614 04	214,917.44	269,138 26
Alabama	167,812.64	224,300 16	120,201.10	149,979 89	373,203.73	477,346 06
Mississippi	68,700.36	85,759 65	98,285.31	123,423 54	108,439.67	135,689 06
Louisiana	4,126.03	5,157 73	31,020.37	39,184 72	74,647.70	95,602 68
Michigan	26,895.79	33,475 91	67,860.26	84,940 06	147,061.55	183,912 04
Arkansas	3,035.46	3,794 32	2,681.20	3,351 36	2,648.95	3,311 19
Florida	35,182.87	44,130 43	53,276.49	68,207 77	59,618.49	79,137 98
Grand total	965,600.36	$1,221,357 99	1,244,860.01	$1,572,863 54	1,929,733.79	$2,433,432 94

C.—*Statement*—Continued.

State or Territory.	1831.		1832.		1833.	
	Acres.		Acres.		Acres.	
Ohio	335,392.64	$424,989 40	412,714.61	$541,275 05	551,153.59	$692,426 09
Indiana	554,436.78	694,863 31	546,844.24	684,209 69	554,681.78	693,522 40
Illinois	339,411.44	424,846 36	227,375.91	284,936 17	360,240.51	450,242 70
Missouri	296,467.94	374,086 09	251,290.09	313,141 12	226,285.68	296,522 58
Alabama	661,832.08	893,995 54	412,682.79	522,337 64	451,319.73	565,818 90
Mississippi	160,798.14	204,675 68	261,313.67	326,578 90	1,121,494.97	531,390 31
Louisiana	67,384.28	85,865 58	78,453.48	98,280 29	89,441.18	111,809 34
Michigan	320,476.90	401,342 67	252,211.44	320,284 83	447,780.17	563,264 92
Arkansas	13,377.33	16,721 77	10,179.47	12,724 33	41,859.43	52,324 42
Florida	28,279.35	35,637 36	9,286.46	11,608 07	11,970.52	14,963 18
Grand total	2,777,856.88	$3,557,023 76	2,462,342.16	$3,115,376 09	3,856,227.56	$4,972,284 84

C.—*Statement*—Continued.

State or Territory.	To 30th September, 1834.		Total for each State and Territory.	
	Acres.		Acres.	
Ohio	347,804.30	$434,758 08	3,048,861.27	$3,866,158 99
Indiana	427,735.74	534,669 81	4,302,130.89	5,405,753 63
Illinois	222,458.19	278,145 10	2,076,056.06	2,599,228 98
Missouri	141,439.30	177,042 42	1,929,387.15	2,440,354 57
Alabama	414,070.73	546,032 48	3,494,162.20	4,633,464 63
Mississippi	361,026.85	451,342 34	2,532,161.19	3,310,767 27
Louisiana	53,108.31	67,985 14	520,084.43	791,204 61
Michigan	351,951.32	439,949 90	1,952,385.90	2,475,934 64
Arkansas	47,227.57	59,034 44	174,632.11	218,424 32
Florida	6,109.04	7,636 30	451,831.36	606,637 65
Grand total	2,372,931.35	$2,996,596 01	20,481,692.56	$26,347,929 29

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *December* 23, 1834.

TREASURY DEPARTMENT, *December* 26, 1834.

SIR: I have to acknowledge the receipt of your report of the 23d instant, under the resolution of the House of Representatives of the 11th instant. It is my intention to transmit this report to the House to-morrow, and I request that you will take the necessary steps to procure the information from the several land offices, to enable you to make a further and full report, as called for by the resolution, as early as possible.

I am, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

E. HAYWARD, Esq., *Commissioner of the General Land Office.*

23D CONGRESS.] No. 1271. [2D SESSION.

ON A CLAIM FOR SCRIP FOR A VIRGINIA MILITARY BOUNTY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 29, 1834.

Mr. MAY, from the Committee on Private Land Claims, to whom was referred the petition of the heirs of Francis Jarvis, reported:

That they are entitled to a land warrant numbered six thousand three hundred and forty-five, for one hundred acres of land, and was located in the Virginia military district in Ohio. It was afterwards ascertained that it was located upon land already appropriated; that the applicants took the warrant and filed it with the Commissioner of the General Land Office, claiming scrip under the act of Congress of the 30th May, 1830, and the same was not acted on until after the act of Congress of the 31st day of March, 1832; land scrip was then refused, and the petitioner asks for scrip in place of his warrant.

The act of Congress of the 10th of August, 1790, authorized the location of the Virginia military land warrants between the rivers Scioto and Miami, (L. L., p. 408,) and the act of the 9th of July, 1794, authorized the holders of such warrants to have them located and surveyed, and to get patents for the lands from the War Department. The act of the 20th of May, 1826, authorized the obtaining of the warrants at any time before the 1st of June, 1829, and until the first of June, 1832, for their location, and until the 1st of June, 1833, for obtaining their patents; and it made further provision that "no holder of any warrant which has been, or may be, located, shall be permitted to withdraw or remove the same, and locate it on any other land, except in two cases"—in case of an "eviction" by judgment of a court, or unless "found to interfere with a prior location and survey;" and authorizing their relocation upon any unappropriated lands on the east of Ludlow's line, in said district. At what time the entry or location of the present military warrant was made, does not appear to the committee; it is probable it was made before the passage of the law of 1826, above referred to, and the claimants, in that event, would have been entitled to relocate the same in the military district, as above stated, without the interposition of Congress.

On the 30th of May, 1830, Congress passed another law, providing for the officers and soldiers of the Virginia line during the revolutionary war who were entitled to military land bounty, by which they, or their assigns, are authorized to surrender "to the Secretary of the Treasury of the United States such of their warrants for the said land bounties as shall remain unsatisfied, in whole or in part, and to receive certificates of scrip for the same, at any time before the 1st of January, 1835," and directing the Secretary to require the production of the certificates of the "*register of the land office in Kentucky* and the certificate of *the surveyor of the military lands of the Virginia line*," that the warrants had not been located, surveyed, or patented, in Kentucky, attested by the seal of his office.

It seems that a construction was given to this law, at the Land Office, by which those claimants who had located their warrants between the Miami and Scioto rivers might surrender them, and obtain scrip, under the preceding act; the precise construction put upon this law at the Land Office is not known to the committee. On the 30th of March, 1832, Congress passed another law, explanatory of the law of 1830, in which it is expressly said that the act of 1830 "shall not be construed to extend to any land warrants heretofore issued, which have been *located*, *surveyed*, or *patented*, on the lands reserved and set apart for the satisfaction of military bounty lands due to the officers and soldiers of the Virginia line, upon the Continental establishment, or for the satisfaction of the officers and soldiers of the Continental army," and re-enacting the law of 1826, for their benefit, for seven years. The present applicants claimed scrip under the act of 1830, and were prevented from obtaining the same by the passage of the law of 1832; and the question now presented to the committee is, whether the applicants are within the provisions of the act of 1830, and entitled to scrip, or whether it is the duty of Congress to make any other provision for the claimants than what is given by the act of 1826, re-enacted by the law of 1832.

The committee is of opinion that the law of 1830 was intended to apply to that class of claimants who had not "*located*" or "*surveyed*" their claims, or had them "*patented*," and that the present applicants, having had their claim located in the military district in Ohio, are not provided for by the act of 1830; but, if the land located by them has been lost, either by an *eviction*, or having been located on an older and better claim, that their remedy is under the act of 1826, and needs no further legislation on the part of Congress.

It is urged, on the part of the applicants, that, as their warrant has been located on land which had been appropriated by law before their location was made, that they ought to be considered in the same light as other claimants who had not located their claims, and entitled to the benefit of the act of 1830. It is a sufficient answer to this argument, that the law of 1830 was not intended to apply to that class of claimants, and the committee is not of opinion that the provisions of the act of 1830 should be extended; and, so far from extending the provisions of the act of 1830, the committee is of opinion that justice to the government requires that it should be restricted, if not repealed altogether. If the government once yields to the principle that the claimants of warrants which have been located, surveyed, or patented, may be removed and located on other portions of the public domain, on account of the land being lost, either from interference with older and better titles, or an inability to identify the land claimed, there is no knowing to what extent the government may hereafter be rendered liable for claims heretofore believed to have been satisfied, or how much injustice may be done to the government by the adoption of such a principle. The government provides public lands for the payment of such claims, and it is the duty of individuals to select for themselves; and if, in discharging this duty to themselves, they are so negligent as to select lands already appropriated, or to permit other and better titles to be acquired to the same land, by their inattention, negligence, or any other cause, it is believed that the government does enough for the applicants by permitting a removal of such claims to other unappropriated land in the same district which was set apart for the satisfaction of such claims, without extending to them the privilege of relocating their claims upon any of the public lands in the United States—or, in other words, paying to the holders the present minimum price of the United States lands.

It is believed there is yet remaining unsold a considerable quantity of land in the military district in

Ohio, which is subject to the satisfaction of the claim of the present applicants; and, if it be a sufficient reason for allowing the location of said warrants on other public lands out of said district, that the remaining land in said district is not good, the same principle would extend to those who have been so unfortunate as to have had their claims located on bad land, whether claims for revolutionary services, or for services in the late war.

23D CONGRESS.] No. 1272. [2D SESSION.

ON CLAIM TO LAND IN ILLINOIS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 29, 1834.

Mr. MAY, from the Committee on Private Land Claims, to whom was referred the petition of the heirs of James Latham, deceased, reported:

That it appears to your committee that James Latham did, during his lifetime, to wit, on the 26th day of November, 1826, purchase from the United States, at the land office in Springfield, Illinois, by virtue of a Vincennes pre-emption floating claim, the northeast fractional quarter of section No. 9, in township No. 8 north, of range No. 8 east, of the 4th principal meridian, and received from the register of the land office a certificate of purchase for the same; that, sometime thereafter, the said James Latham died, by which the management of his estate devolved upon Richard Latham and Philip C. Latham, heirs of said James Latham, who made frequent application to the Commissioner of the General Land Office to receive a patent for the land thus purchased. But the county commissioners of Peoria county having also made application to purchase the land in question, under the provisions of an act of Congress of 26th May, 1824, the Commissioner of the General Land Office refused a patent to the heirs of Latham, and thus the matter rested till Congress, at their last session, passed an act authorizing the county commissionors of Peoria county to purchase the land, subject to the claim of the heirs of James Latham; and that, in pursuance of the act aforesaid, the county commissioners purchased the land, and the heirs of Latham now ask the privilege of surrendering the land located by him, and that they be permitted to locate any quantity of land, not exceeding one hundred and sixty acres, in lieu thereof, upon any of the public lands of the United States not otherwise appropriated, and lying within the limits of the State of Illinois.

The following considerations induce the committee to regard the petition in a favorable light:

The land officers, acting as the general agents of the government in the sale of the public lands, permitted the purchase of the tract in question to be made by James Latham, deceased. It is a well settled principle in civil jurisprudence, that the principal is bound by the acts of his agent, where the agent acts within the general scope of his authority. In the instance before us, such authority clearly existed; the land officers being the general agents of the government to dispose of the public domain, with no other restriction than that of being forbidden to sell any lands at a less price than $1.25 per acre. If this position be maintained, the committee cannot perceive any right in the legislative department of the government to pass a law authorizing the sale of the same land, under any circumstances whatever. But, waiving all argument on this point, the committee are of opinion that considerations of justice and equity require that the prayer of the petitioners should be complied with, especially when it is considered that the land entered by James Latham, deceased, as before stated, embraces the present town of Peoria, and is immensely valuable; which tract, by reason of the conflicting claim aforesaid, his heirs are now desirous to relinquish. Your committee, therefore, ask leave to report a bill for the relief of the petitioners.

23D CONGRESS.] No. 1273. [2D SESSION.

IN FAVOR OF CREATING THE OFFICE OF SURVEYOR GENERAL FOR THE STATE OF ILLINOIS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES DECEMBER 30, 1834.

Mr. CASEY, from the Committee on the Public Lands, to whom was referred a resolution directing them to inquire into the expediency of establishing a surveyor general's office for the State of Illinois, reported:

That the subject-matter of inquiry embraced in the resolution has occupied the careful attention of your committee; and from an examination of the letter of the surveyor general at St. Louis, dated 12th November, 1832, to the Commissioner of the General Land Office, as well as from satisfactory information derived from other sources, your committee are of the opinion that the interests of the United States, no less than the interests of Illinois, require the establishment of a separate surveyor general's office for that State.

Your committee are fully satisfied that the business of the present surveyor general's office for the States of Illinois and Missouri has, for many years, been rapidly accumulating, and that, from a variety of causes, it must continue to do so for many years to come. It is apparent to your committee that the sales of the public lands have been greatly retarded in Illinois from the want of the township plats, which

could not, in many instances, be furnished by the surveyor general to the different land offices; and, for the same cause, a large portion of the settlers on the public lands have been unable to avail themselves of the beneficial provisions of the different laws granting to them the right of pre-emption. It is also represented that the original field notes are fast decaying; and the surveyor general, in his letter to the Commissioner of the General Land Office, above referred to, says, "it is recommended that the whole be recorded with as little delay as practicable, for many of the notes of the old surveys are in a perishable condition, being, in numerous instances, nearly illegible, on account of the indifference of the ink and paper, which are decaying with evident rapidity, and, if much longer delayed, will be a serious loss to the public." After summing up all the estimates, the surveyor general says that "it will require thirty-six clerks to bring up the arrears of the office two years, allowing three hundred working days to the year."

From these facts, it would seem that, if the interest of the general government were alone consulted, the propriety of creating an additional surveyor general's office for the State of Illinois would cease to be a matter of doubt. But considerations of equity and justice to a sister State, laboring already under many impediments, by reason of the large quantity of public lands lying within her limits, and owned by the general government, impel your committee to regard, in a favorable light, any proposition having for its object the speedy extinguishment of the title of the government to the lands in question.

Regarding it as a sacred duty on the part of the government to afford every facility and convenience to its citizens, not incompatible with the general welfare, your committee indulge the hope that the office proposed to be established will meet with no serious opposition. Without a surveyor general's office, the citizens of Illinois must be subject to great expense and inconvenience in traveling beyond the limits of their own State, to procure from the office copies of records and other documentary evidence, either to enable them to defend their titles to the lands they hold, or to cause accurate surveys of their lines and boundaries to be run and marked. From these considerations, together with the information contained in a letter addressed to the committee by the Hon. Wm. L. May, and intended to form a part of this report, your committee are induced to report a bill.

WASHINGTON, *December* 25, 1834.

To the honorable Chairman, and members of the Committee on the Public Lands:

GENTLEMEN: By a resolution of the House of Representatives, passed a few days since, your attention has been called to the subject of the establishment of a surveyor general's office in the State of Illinois; and, as one of the representatives of the State, knowing, to some extent, the wants of her citizens, and the great necessity that exists for the establishment of such an office, your honorable committee will not, I trust, deem it an act of supererogation on my part, if I suggest some facts in relation to the proposed inquiry.

The western States have long indulged the hope that the liberal and salutary suggestions contained in the different messages of our present Chief Magistrate, in relation to the future disposition of the public domain, would have received the sanction of Congress, and that the time would at length come when the public lands would cease to be regarded as a source of revenue, and that a more liberal and enlightened policy than the one hitherto pursued would have characterized the conduct of the representatives of the nation. The injurious effect of this course of policy on the part of the federal government towards the new States is too palpable to have escaped observation, and need not now be insisted upon. Whatever course, then, Congress may ultimately adopt in relation to a question of so much interest, and particularly to the new States, all will admit that the true policy of the general government, as well as the interest of the States, requires that every facility for the sale of those lands, by which an increase of revenue would flow into the Treasury, should be afforded. And when it is considered that the whole of the State revenue of Illinois is derived from the land tax, and that it is, at present, entirely insufficient to defray the ordinary expenses of the government, the propriety of a speedy extinguishment of the title of the government to the lands lying within the limits of the State, in order that those lands may be subject to taxation, must at once be perceived, and readily admitted. It cannot well be imagined that there exists a disposition, on the part of any of the older members of the confederacy, to pursue a course of policy calculated to retard the growth of the younger States, or withhold from the enterprising citizens who are crowding to the west, and particularly to Illinois, the means of securing to themselves and their families comfortable homes upon which they may sit down after their toils, and enjoy the fruits of their industry.

And yet, if Congress refuse to establish the office proposed, it will have the effect to check emigration, and virtually to deprive many citizens of the opportunity of purchasing the soil upon which they may be disposed to settle. For it is in vain to establish land offices for the sale of the public lands unless the public surveys can be made, and the township plats furnished. By referring to the report of the surveyor general for Illinois and Missouri, it will be perceived that an incredible number of township plats remains to be furnished for Illinois, besides a large amount of other descriptions of labor remaining to be performed, and requiring many years for its completion.

I am well assured that although the land office at Quincy, Illinois, has been established almost four years, yet has there been no sale of public lands, for the want of the township plats, which could not be furnished by the surveyor general; and most of the land offices in the State are, more or less, deficient in this respect.

It is also hoped that the committee will conceive something to be due to the convenience of so large a portion of the people who are now compelled to leave their own State to obtain from the surveyor general's office in Missouri any authenticated record, or copy of a survey, which they may have occasion to use; and should our land titles ever become litigated, (a thing highly probable,) the inconvenience to which the citizens of Illinois would be subjected in procuring records, &c. would be incalculably great.

The committee, it is hoped, will also bear in mind that in almost all the States and Territories in which the public lands are situated, an office of surveyor general has been established; and I cannot persuade myself that the claims of Illinois will meet with less courtesy or consideration from the committee or from Congress.

With these imperfect and hasty suggestions, which fall far short of all the arguments which might be advanced, allow me to hope that a bill creating the office aforesaid will be reported and sustained by you.

With sentiments of great respect, I remain, gentlemen, your most obedient servant,

WILLIAM L. MAY.

23D CONGRESS.] **No. 1274.** [2D SESSION.

RELATIVE TO CLAIMS FOR SCRIP FOR VIRGINIA NAVY AND MILITARY BOUNTY LAND WARRANTS.

COMMUNICATED TO THE SENATE JANUARY 2, 1835.

TREASURY DEPARTMENT, *January* 1, 1835.

SIR: In obedience to a resolution of the Senate, dated the 23d ultimo, requesting the Secretary of the Treasury "to transmit to the Senate, as early as may be practicable, the number and the amount of navy and military Virginia revolutionary land warrants now on file for scrip in the General Land Office, not heretofore communicated, the names of the individuals who performed the service, and, also, the names of the persons or agents who filed the warrants, or are interested in the same; also, that the Secretary of the Treasury be further requested to inform the Senate of the amount of suspended navy and military Virginia revolutionary bounty land scrip now lying in the General Land Office, the names of the individuals who performed the service, and the names of the persons or agents now claiming scrip, and the reasons for suspending the delivery of the same,"—I have the honor to transmit herewith the report of the Commissioner of the General Land Office, to whom the said resolution was referred, which gives the information required.

I am, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. M. VAN BUREN, *Vice-President of the United States and President of the Senate.*

GENERAL LAND OFFICE, *December* 31, 1834.

SIR: In compliance with the following resolutions of the Senate, dated the 23d instant, viz: "*Resolved*, That the Secretary of the Treasury be requested to transmit to the Senate, as early as may be practicable, the number and the amount of navy and Virginia revolutionary land warrants now on file for scrip in the General Land Office, not heretofore communicated, the names of the individuals who performed the service, and, also, the names of the persons or agents who filed the warrants or are interested in the same; also, that the Secretary of the Treasury be further requested to inform the Senate of the amount of suspended navy and military Virginia revolutionary bounty land scrip now lying in the General Land Office, the names of the individuals who performed the service, and the names of the persons or agents now claiming scrip, and the reasons for suspending the delivery of the same,"—I have the honor to submit two statements containing the information required.

The statement A contains the number and amount in warrants surrendered, since the 15th ultimo to this day, being 36,220 acres.

The statement B contains the amount of suspended scrip on Virginia military warrants, being 12,538⅓ acres, and the reasons thereof.

With great respect, sir, your obedient servant,

ELIJAH HAYWARD.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

A.

List showing the number of the warrants surrendered since the 15th of November last, for scrip, (in anticipation of an appropriation,) for military services performed in the Virginia line and navy, and Continental army, the quantity of land in each, to whom issued, the rank of the officer or soldier, the line in which he served, and the name of the person who surrendered the same,

No. of warrant.	Quantity.	To whom issued.	Rank of the warrantee, and the line in which he served.			Name of the person who surrendered the warrant.
			Continental line.	State line.	State navy.	
8,047	2,666⅔	Thomas Norris, heir of	Ensign			J. A. Carter.
8,048	200	Anthony Morrison, heir of			Seaman	do
8,049	100	Spencer Hinton, devisee of			do	do
8,050	100	Elijah Weaver, heirs of			do	do
8,051	2,666⅔	John Wilson, heirs of			Midshipman.	do
7,768	200	Henry Blakenship		Volunteer		H. B. Ely.
8,046	2,666⅔	Francis Reed, heirs of			Midshipman.	John Borum.
8,051	666⅔	William Stott, heir of			Lieutenant	Joseph Selden.
7,726	4,000	William Jennings, heirs of		Captain		Henry Morfit.
4,084	2,666⅔	John Yates		Lieutenant		Hon. T. Bouldin.
8,060	100	Low Brown		Private		H. Boyd.
3,756	100	John Robertson	Private			J. G. Mosby.
8,066	4,000	Edward Herndon	Captain			Vesp. Ellis.
8,065	100	Ayres Darby, heir of			Seaman	do
8,064	100	Thomas Burd, heir of			do	do
8,038	444	William Helm				
8,039	444	do				
8,040	444	do				
8,041	444	do				
8,042	444	do				
8,081	666⅔	John Lyon		Surg. mate		John G. Mosby.
8,056	100	Cader Rabey, heir of		Private		R. D. Webb.
8,059	2,666⅔	John Barns, heir of	Lieutenant			do
8,055	100	James Melton, heir of	Private			do
8,054	100	Charles Broadfield	do			do
8,085	1,333⅓	Richard Mitchell, heirs of			Midshipman.	William Selden.
8,086	1,333⅓	do do				do
8,087	2,666⅔	Joseph Christian, heirs of	Lieutenant			do
4,067	200	James Smith	Corporal			J. G. Mosby.
8,035	200	John Smith, heirs of	Private			Robert Bagley.
8,034	100	Richard Dun, heirs of	do			do
7,793	200	Benj. Whayne, heir of	do			do
8,090	2,000	Wm. Chowning, heirs of		Captain		Jos. Segar.
8,089	2,000	do do				do
	36,220	Total quantity filed since 15th November last.				

General Land Office, *December* 31, 1834. ELIJAH HAYWARD.

B.

Statement showing the number of warrants granted by the State of Virginia to certain officers and soldiers in her navy, State and Continental line; the quantity in each, and for which scrip is prepared to be issued; the name of the person who performed the service; his rank, and the line in which he served; the name of the claimants to the scrip; also, the name of the agent who filed the warrant; and which has been suspended in this office, and the reasons of the suspension or delivery.

No. of warrant.	Quantity.	Name of the person who performed the the service.	Rank of the officer and soldier, and the line in which he served.			In whose name the scrip is prepared to be issued.	Name of the agent, or person who filed the warrant.	Reasons for suspending or delivery of the scrip.
			Navy.	State line.	Continental line.			
590	200	Gideon Underwood ..	.....	Sergeant...	.....	Nathaniel Sawyer.....	Nathaniel Sawyer ..	The scrip was prepared through mistake for the whole quantity to the assignee, who has been required to produce title for the balance, and a bond.
6,631	100	Richard Basye	.....	.....	Private	Richard Basye.....	Henry Asbury.....	Authority wanting for delivery.
6,709	200	Henry Brock	.....	.....	Sergeant.....	Henry Brock	Henry Asbury.....	Authority wanting for delivery.
873	100	Francis Royall	.....	Private	.....	Francis Royall.....	Himself	No cause of suspension, but the office not having heard from the claimants, it is supposed that since the issue of the scrip they have died. Inquiry is making.
3,062	100	Abraham Dunavent.	.....	Private	.....	Abraham Dunavent	Hon. W. S. Archer	
Exc. 43	66⅔	Hugh McGavock....	.....	Lieutenant.	.....	Hugh McGavock.....	Thomas Green	Order wanting for delivery.
7,237	100	John Belvin.....	.....	.. ..	Private	Meade Belvin	Meade Belvin	Order wanting for transmission.
6,436	100	Thomas Moth	Seaman....	.....	.....	Thomas Moth.....	H. H. Harvey.....	Surveyor's certificate wanted.
7,727	200	.....	.....	.....	Private	Levi Barber, assignee	Levi Barber.....	Order required for transmission.
Exc. 75	95	William Roberts....	.....	Ensign	.....	Ann Brown, Lucinda Brown, Henrietta Brown, Charles Gideon Brown and Sarah W. Brown, heirs of William Brown, one of the heirs of Elizabeth Brown, a sister of William Roberts.	Henry Northup....	Authority imperfect for the delivery of the scrip.
Exc. 77	285	William Roberts....	.....	Ensign	.....	James T. Brown, Catharine R. Crigler and Eliz. Hughes, three of the children of Elizabeth Brown, sister of William Roberts.		
7,285	444	Thomas Bonwell	Master	.....	.....	Betsey Bull, Sally Bonwell, Betsey Wise, Clement, Harriet, Tabitha, Sally and Leah Bonwell, Betsey East, James, Robert and Elijah Bonwell, part of the heirs of Thomas Bonwell.....	Vespasian Ellis.....	No authority to draw the scrip.
7,124	177	Benjamin Strother ..	Midshipman	.....	.....	B. S. Pendleton	Wm. Lambert.....	No authority to draw the scrip.
4,643	100	Duke George.....	Sailor	.....	.....	Jonathan Kennyon, assignee	Wm. Russell	Title imperfect.
Dup. 6,896	100	William Wall	.....	Soldier	.....	William Woll.....	A. Lawson.....	Bond required.
134	100	.....	.....	Soldier	.....	Robert Bough, devisee of Peter Pride, assignee of Francis Witlow	Hon. G. Moore	Register's and surveyor's certificate required.
Dup. 6,682	100	Daniel Miller.....	.....	.....	Private	Daniel Miller.....	Governor Floyd.....	Bond required.
1,888	1,000							
1,889	1,000	Chs. Magill.....	.....	Major	.....	G. F. Norton, assignee	A. P. Cox.	Order and affidavit required.
1,890	1,000							

Statement of warrants—Continued.

No. of warrant.	Quantity.	Name of the person who performed the service.	Rank of the officer and soldier, and the line in which he served.			In whose name the scrip is prepared to be issued.	Name of the agent, or person who filed the warrant.	Reasons for suspending or delivery of the scrip.
			Navy.	State line.	Continental line.			
7,336	100	Stephen Bloxom....	Seaman....	.....	.....	Betsey Bloxom, Rosey Bloxom and Rachel Bloxom	Vespasian Ellis.....	Order for delivery required.
Exc. 169	200	William Berry	.....	.....	Sergeant.....	William and Elizabeth Berry, Washington Berry, Benjamin Berry, Ann Berry, Imogene Berry and Eleanor Berry, children and grandchildren of William Berry, deceased....	R. Wallace	Order for delivery required.
Trip. 3,276	4,000	James Upshaw.....	.....	Captain....	.....	Jas. Upshaw, Mariah Hawkins, Lewis G. Upshaw, Harriet Cockrill, Eliza T. Harwood, Martha F. Edwards, Sarah M. Mason, T. B. Upshaw, Arthur M. M. Upshaw, heirs of James Upshaw	James W. Upshaw ..	Register's and surveyor's certificates required.
Dup. 1,656	666⅔	Joseph Payne	.....	.....	Lieutenant...	G. V. C. Payne, Richard Payne, Cornelius Payne, Jos. Payne, Eliz. Armstrong, Lavinia Howell, Robert Payne, Nancy Johnson, Mahala D. P. Williams, Marcos Williams, Robert P. Williams, Otho S. Williams and Mary E. Williams, heirs at law of Joseph Payne.....	Otho Williams.....	Bond required.
Exc. 60	1,333⅓	Th. Hamilton	.....	Captain....	.....	Haus Roulston, donee of William Hamilton, devisee of Haus Hamilton, the legal representative of Ths. Hamilton	C. Wallace.....	Haus Roulston is absent from the United States, and the claim is, moreover, under re-examination.
Dup. 4,144	100	Zach. Cook	.....	.....	Private	Zachariah Cook.....	Hon. M. Lucas	Bond and certificate required.
123	59	Mich. James	Lieutenant.	.....	.....	Thomas James.....	Thos. R. Joynes....	Power required.
1,847	100	Ambrose Lewis	Sailor	.....	.....	Phebe Dillon, Cinthia Lewis, Sally, Ely and Nancy Chew, heirs of Thomas Brown, the assignee of A. Lewis and R. Kenner	W. H. Todd.....	Power of attorney required for the agent to draw the scrip.
3,780	100	Rodham Kenner	.....	.....	.....			
7,364	66⅔	Nathaniel Wilkins, heirs of	.....	.....	Lieutenant.	Geo. F. Wilkins, and the other heirs, Cath. Wilkins, sister, and one of the heirs, Margaret S. Wilkins, one of the children of Robert Wilkins, Susan Ann Kendall and Thos. Kendall, Thomas K., Samuel L. and Eliz. A. Floyd, only children, &c., &c.....	A. P. Upshur	Power of attorney required for delivery.
7,365	66⅔							
7,366	66⅔							
7,367	66⅔							
7,368	66⅔							
	12,558							

Total amount of suspended scrip ..... 12,558 acres.

GENERAL LAND OFFICE, *December* 31, 1834.

ELIJAH HAYWARD.

23D CONGRESS.] No. 1275. [2D SESSION.

ON CLAIM TO LAND IN WEST FLORIDA.

COMMUNICATED TO THE SENATE JANUARY 2, 1835.

Mr. PORTER, from the Committee on Private Land Claims, to whom was referred the petition of the heirs of Millan de la Carrera, reported:

The petitioners state that, in the year 1809, the intendant general of West Florida made a grant to their ancestor for 798 arpens of land, situated within the district of Pensacola.

That this ancestor, who held a commission under the Spanish government, removed from Florida to Pensacola about the time the territory was taken possession by the United States, and soon after died.

That his executrix forwarded the grant to an agent in Pensacola, to be presented to the commissioners of West Florida, which they supposed was done, and the grant confirmed, as all others of a similar nature were; but, on the death of their agent, it was discovered that the business entrusted to him had been neglected, and that the grant had not been presented to the commissioners. On these facts they pray an act to confirm their title.

Accompanying the petition is the original grant. It is complete in itself, and carries with it internal evidence of being genuine.

And, in addition, there is the testimony of witnesses, that it was within their knowledge the grant issued to Carrera; and that, for several years preceding and following the date of the grant, he had a saw mill erected on the premises.

The case presents no difficulty in regard to the facts on which relief is demanded; and the facts bring the parties within the laws passed in relation to titles to land in Florida. The committee are of the opinion that the prayer of the petitioner should be granted; and they report a bill accordingly.

23D CONGRESS.] No. 1276. [2D SESSION.

IN FAVOR OF A GRANT OF LAND TO ALABAMA FOR THE IMPROVEMENT OF CERTAIN RIVERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 2, 1835.

Mr. MERCER, from the Committee on Roads and Canals, to whom the subject was referred, reported:

That, by an act of Congress approved the 23d of May, 1828, 400,000 acres of unappropriated lands were granted to the State of Alabama, for the purpose of improving the navigation of the Tennessee, Coosa, Cahaba and Black Warrior rivers. By the first section of this act, the application of the proceeds of the sale of the above lands is directed to be made to the navigation of the Muscle shoals and Colbert's shoals, in the Tennessee river, and such other parts of the river as the legislature of Tennessee may direct. The committee are informed that a part of the canal, at Muscle shoals, has been completed, and will shortly be in use; but the seventh section of the above act provides that the said rivers, when improved as aforesaid, shall remain forever free from toll for all property belonging to the Government of the United States, and for all persons in their service, and for all citizens of the United States, unless a toll be allowed by an act of Congress.

The committee are aware that no canal whatever can be sustained without an annual expenditure for its necessary repairs, nor a canal having locks, and of the large dimensions of this, without the maintenance of lock tenders; and it would seem but reasonable that the expense of sustaining such an improvement should be defrayed by those who use it. Retaining the provision of the act of 1828, exempting the property, and all persons in the service of the United States, from any charge for using an improvement effected, in a great measure, by grants from the national funds, the committee report a bill to give the assent of Congress to any act which the State of Alabama may pass for imposing such tolls on the canals around the Muscle shoals and Colbert's shoals, as shall be necessary to provide the means of sustaining their lock tenders, and keeping them in repair.

23D CONGRESS.] No. 1277. [2D SESSION.

ON CLAIM TO LAND IN MISSOURI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 6, 1835.

Mr. CLAYTON, from the Committee on the Public Lands, to whom was referred the petition of the heirs of Thomas F. Reddick, reported:

The infant heirs of Thomas F. Reddick petition the government to be confirmed in a grant of six hundred and forty acres of land, and found their claim to it upon the following grounds:

On the 30th of March, 1799, Zenon Trudeau, lieutenant governor of Upper Louisiana, issued the following order: "It is permitted to Mr. Lewis [Tesson] Honoré to establish himself at the head of the rapid of the river *Des Moines*, and his establishment once formed, notice of it shall be given to the gov-

ernor general, in order to obtain for him the concession of a space sufficient to give value to the said establishment, and, at the same time to render it useful to the commerce of the *peltries* of this country, to watch the Indians, and keep them in the fidelity which they owe to his Majesty." The order further gave extensive privileges to trade with the Indians.

Immediately upon this permission, Lewis Tesson Honoré, as it fully appears, took possession of a tract of land now lying in the district of St. Charles, on the river Mississippi, above the river *Des Moines*, and about two hundred and fifty miles above St. Louis. While in possession, he became indebted to one Joseph Robidoux, who applied, under the then existing government, and according to its laws, to the proper authority, for process to compel payment of said debt. The application or suit went through the usual forms, and the officer directed to levy and sell the real and personal property of the said Tesson. Accordingly, he gives a full description of the land in the following words, which shows a complete settlement of the same, viz: "The land lies at about six leagues above the river *Des Moines*, and he seized, first, one lot of ground 150 feet in depth by 120 in width, fenced all round with piquets; upon which lot there is a house of 30 by 25 feet, covered with bark, and distributed into one parlor and three rooms. Item: one lot of ground, situated to the north of the above described lot, and adjoining to it, 150 feet in depth by 20 in width, fenced on the front and dividing line with piquets, and the rest a rail fence. Upon this lot is a log house of 20 feet by 15. Item: one lot of ground, to the south of the first above-mentioned lot, and adjoining to it, of 150 feet in depth by 120 in width, upon which are one log house and three buildings serving as outhouses. Upon this lot there is an orchard composed of apple trees, peach trees, and apricot trees—in all, about one hundred; the whole fenced in with piquets and rails. Item: one lot of ground, fenced all round, and which has been cultivated several times, containing about four arpens. Item: the four lots here above-mentioned are a part of one league square which has been granted by the government to Mr. Lewis Tesson, alias Honoré, whose titles are in the archives at St. Louis of Illinois. The said league (square) was also seized."

The whole of this property, thus minutely described, was exposed to sale at the church door as the people came out from service, being the usual time and place of selling property under execution, on the 15th day of May, 1803, when Joseph Robidoux became the purchaser. Tesson was in possession from 1799 to the above time of sale, and was then permitted to remain in possession until 1805, two years longer. In April, 1805, the land was sold at public sale by the executor of Joseph Robidoux, when Thomas F. Reddick became the purchaser, and from a short time thereafter he and his heirs have been in continued possession of the property. Upon this evidence, Frederick Bates, acting as commissioner, granted one mile square (640 acres) to Thomas F. Reddick, under certain acts of Congress passed in 1812, '13 and '14, but qualified the grant by inserting the condition "If Indian right extinguished." No authority can be found in any of said acts for annexing this condition, and it must be very obvious if the justness of the claim warranted the grant while supposed to belong to the Indians, nothing has impaired it so as to withhold it—now it belongs to the government. Indeed, it would seem that these children have a just claim, if not to the league square, which would be equal to 7,000 acres, at least to the 640 allotted to them by the commissioner, both by the actual settlement of the land under the Spanish government, and the regular disposition of it under their laws, as well as the privileges allowed by our own statutes after the territory fell to this government.

23D CONGRESS.] No 1278. [2D SESSION.

ON CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 6, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom has been referred the petition of Richard T. Archer, reported:

That it appears that the said Richard T. Archer was one of the assignees of the grant of lands made to the trustees of Jefferson College, in the State of Mississippi, by the terms of which such assignments were allowed to be entered and located on any public lands not appropriated in the said State. That, at the sale of lands at Chocchuma, in said State, in the fall of 1833, the said Archer, on the first day of the sales, applied to the register of the northwestern district in the late Choctaw purchase to enter certain lands, of which the south half of section thirty-three, of township twenty, of range two east, in said district, was part: that the said application was rejected by the register without sufficient reasons, the land being subject to entry. In consequence of this rejection, the petitioner was obliged to enter his floating grant on lands of very inferior value. The rejection having been illegal, the petitioner would be entitled to have the sales of all the lands covered by his location vacated: this, as the lands have been acquired by other persons, he does not wish to do; but the half section thirty-three, township twenty, range two east, having been reserved from sale, he wishes that he may be allowed to purchase that at the government price, as an indemnity for the very considerable loss he has sustained by the illegal refusal of his application to enter his grant, which was for a much larger extent. John C. McLemore, being called on for his opinion in regard to the relative value of the lands applied for by the said Archer under a Jefferson College float, and the land subsequently located for said Archer, gives it as his opinion that the land applied for by said Archer is decidedly of better quality and of much greater value than the land located for him. Under these circumstances, the committee think this application of the petitioner reasonable, and report a bill for his relief.

23d Congress.] No. 1279. [2d Session.

NUMBER OF LAND OFFICES AND LAND DISTRICTS IN THE UNITED STATES, AND THE AMOUNT OF SALES AND EXPENSES AT EACH.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 7, 1835.

TREASURY DEPARTMENT, *January* 6, 1835.

SIR: In obedience to the resolution of the House of Representatives of the 12th of December last, directing the Secretary of the Treasury "to communicate to the House the number of land offices and land districts in the United States; the time when they were established respectively; the quantity of land sold or remaining unsold; and the amount of money received in each district, and the expense of keeping up the land system in each State where it exists,"—I have the honor herewith to transmit to the House the accompanying report and documents, received from the Commissioner of the General Land Office, to whom the resolution was referred.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN BELL, *Speaker of the House of Representatives.*

GENERAL LAND OFFICE, *January* 5, 1835.

SIR: In obedience to a resolution of the House of Representatives, passed on the 12th ultimo, "that the Secretary of the Treasury be directed to communicate to this House the number of land offices and land districts in the United States; the time when they were established respectively; the quantity of land sold or remaining unsold; and the amount of money received in each district, and the expense of keeping up the land system in each State where it exists," and which you have referred to this office,—I have the honor to submit the accompanying document marked A, which shows the names of the land offices and land districts, and the dates of the several acts by which the offices were created, and the amount of money paid by purchasers at each office.

Also, document marked B, which shows:

1st. Quantity of land remaining unsold which has been offered at public sale, and was subject to private entry on the 30th September, 1834.

2d. Quantity of land sold, and the amount paid by purchasers for the same, to the 30th September, 1834.

3d. "Expense of keeping up the land system;" which has been construed to mean the expenditures during the last calendar year, consisting of the emoluments of registers and receivers, and the contingent expenses of their offices; the emoluments of surveyors general and their clerks, and contingent expenses of their offices; and the expenditures for making the public surveys.

In consequence of the numerous alterations in the boundaries of land districts, made at different periods in most of the States and Territories, the moneys exhibited in table A, as paid by purchasers at the different offices, have no *exclusive* relation to the lands at present within the organized limits of the districts of land subject to sale at those offices, but relate to all the lands which at different periods have been subject to sale thereat.

It is also to be remarked that the quantities of land sold and remaining unsold, shown by table B, are stated in the aggregate of States and Territories, and not by land districts, inasmuch as the numerous alterations in the boundaries of the land districts above alluded to have rendered it impracticable to state those amounts in reference to the *existing limits* of the districts, without resort to the township plats in the district land offices, which could not be had in time for any action of the present Congress.

I have the honor to be, sir, respectfully, your obedient servant,

ELIJAH HAYWARD.

The Hon. LEVI WOODBURY, *Secretary of the Treasury.*

A.

Land offices, and present location.	Land districts, and former location.	Date of act by which the office was created.	Amount paid by purchasers.
Marietta, Ohio		May 10, 1800	$487,036 30
Zanesville, Ohio		March 3, 1803	2,253,894 30
Steubenville, Ohio		May 10, 1800	3,370,421 13
Chillicothe, Ohio		May 10, 1800	2,441,329 78
Cincinnati, Ohio		May 10, 1800	5,640,912 48
Wooster, Ohio	Canton	March 3, 1807	1,983,302 29
Wapaghknonetta, Ohio	Piqua	March 3, 1819	358,927 63
Bucyrus, Ohio	Delaware and Tiffin	March 3, 1819	1,296,714 13
Jeffersonville, Indiana		March 3, 1807	2,265,127 01
Vincennes, Indiana		March 26, 1804	2,317,657 72
Indianapolis, Indiana	Brookville	March 3, 1819	2,153,875 33
Crawfordsville, Indiana	Terre Haute	March 3, 1819	2,315,689 23
Fort Wayne, Indiana		May 8, 1822	355,803 36
La Porte, Indiana		March 2, 1833	102,040 46
Shawneetown, Illinois		February 21, 1812	633,974 04
Kaskaskia, Illinois		March 26, 1804	411,261 48
Edwardsville, Illinois		April 29, 1816	1,023,994 24
Vandalia, Illinois		May 11, 1820	203,496 17
Palestine, Illinois		May 11, 1820	425,360 24
Springfield, Illinois		May 8, 1822	909,928 62
Danville, Illinois		February 19, 1831	[illegible],568 96
Quincey, Illinois		February 19, 1831	66,203 68
	Northeastern district	June 26, 1834	
	Northwestern district	June 26, 1834	
St. Louis, Missouri		March 3, 1811	971,335 49
Fayette, Missouri	Franklin	February 17, 1818	1,485,044 86
Palmyra, Missouri	Salt river district	May 26, 1824	709,772 95
Jackson, Missouri	Cape Girardeau	February 17, 1818	169,659 40
Lexington, Missouri	Western district	March 3, 1823	397,753 12
Springfield, Missouri	Southwestern district	June 26, 1834	
St. Stephen's, Alabama	East of Pearl river	March 3, 1803	1,468,252 86
Cahaba, Alabama	Milledgeville, Georgia	March 3, 1815	4,108,473 30
Huntsville, Alabama	Madison county	March 3, 1807	3,559,945 98
Tuscaloosa, Alabama		May 11, 1820	1,086,093 22
Sparta, Alabama		May 11, 1820	181,445 17
Demopolis, Alabama		March 2, 1833	247,500 44
Montgomery, Alabama	Tallapoosa district	July 10, 1832	33,468 03
Mardisville, Alabama	Coosa district, Montevallo	July 10, 1832	110,305 45
Washington, Mississippi	West of Pearl river	March 3, 1803	1,811,054 92
Augusta, Mississippi	Jackson court house	March 3, 1819	96,176 95
Mount Salus, Mississippi	Choctaw district, Clinton	May 6, 1822	2,103,634 48
Chocchuma, Mississippi	Northwestern district	March 2, 1833	389,162 18
Columbus, Mississippi	Northeastern district	March 2, 1833	455,093 05
Pontitock, Mississippi	Chickasaw district, created under treaty of	October 20, 1832	
New Orleans, Louisiana	Southeastern district	March 3, 1811	320,830 20
Opelousas, Louisiana	Southwestern district	March 3, 1811	191,315 54
Ouachita, Louisiana	North of Red river	March 3, 1811	362,705 32
St. Helena, Louisiana	East of island of New Orleans, and west of Pearl river	March 3, 1819	32,862 20
Detroit, Michigan		March 26, 1804	1,437,921 98
Bronson, Michigan	Western district, White Pigeon prairie	March 3, 1823	452,035 84
Monroe, Michigan	Southern district	January 30, 1833	672,965 95
Mineral Point, Michigan	Wisconsin district	June 26, 1834	
	Green Bay district	June 26, 1834	
Batesville, Arkansas	White river district	February 17, 1818	104,821 51
Little Rock, Arkansas	Arkansas district	February 17, 1818	82,355 53
Washington, Arkansas	Red river district	June 25, 1832	22,225 67
Fayetteville, Arkansas		June 25, 1832	12,324 75
Helena, Arkansas	Mississippi district	June 26, 1834	
Tallahassee, Florida		March 3, 1823	605,328 13
St. Augustine, Florida		March 3, 1823	747 81
Amount paid by purchasers for lands sold at the district land offices			54,797,130 86
Amount paid by purchasers for lands in Ohio, sold at New York in 1787			117,108 24
Amount paid by purchasers for lands in Ohio, sold at Pittsburg in 1796			100,427 53
Amount paid by purchasers for lands in Ohio, sold to the Ohio company			642,856 66
Amount paid by purchasers for lands in Ohio, sold to J. C. Symmes and associates			189,693 00
			$55,847,216 29

ELIJAH HAYWARD.

TREASURY DEPARTMENT, *General Land Office, January* 5, 1835.

B.

State or Territory.	Quantity of land remaining unsold, which has been offered at public sale, and was subject to private entry on the 30th September, 1834.	Quantity of land sold, and the amount paid by purchasers for the same to the 30th September, 1834.		Expense of keeping up the land system in 1833.			
				Incidental expenses of the district land offices, including salaries, commissions, stationery, &c.	Amount paid by surveyors general for surveying the public lands, and the contingent expenses of their offices.	Amount paid at the Treasury for salaries of surveyors general and their clerks.	Total expenses in 1833.
	Acres.	Acres.					
Ohio	4,584,752.92	10,118,410.18	$18,882,623 47	$25,088 59			
Indiana	9,872,313.24	7,385,971.25	9,510,193 11	22,284 16	$23,836 66	$4,100 00	$91,074 18
Michigan	9,173,397.07	2,000,232.08	2,562,923 77	15,764 77			
Illinois	15,801,428.39	2,988,087.06	3,771,787 43	18,034 14			
Missouri	15,722,156.93	2,574,578.65	3,733,565 82	13,287 65	2,109 10	3,448 15	36,879 04
Alabama	17,840,473.60	5,613,544.44	10,795,484 45	19,9[illegible]2 09	37,427 29	3,410 54	60,740 12
Mississippi	12,110,206.23	3,340,124.06	4,855,121 58	26,697 68	38,505 63	3,700 00	68,903 31
Louisiana	5,886,185.03	564,757.02	907,713 26	6,567 86	13,545 07	5,055 28	25,108 21
Arkansas	12,475,483.05	177,266.86	221,727 46	5,615 57	575 75	3,300 00	9,491 32
Florida	5,035,673.98	451,984.40	607,075 94	2,401 54	19,885 19	3,895 00	26,181 73
Total	*108,552,070.44	35,214,955.40	$55,847,216 29	$155,584 05	$135,884 89	$26,908 97	$318,377 91

GENERAL LAND OFFICE, *January* 5, 1835. ELIJAH HAYWARD.

23D CONGRESS.] **No. 1280.** [2D SESSION.

ON CLAIM TO LAND IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 8, 1835.

Mr. CHAMBERS, from the Committee on Private Land Claims, to whom was referred the petition of Cornelius Innis, reported:

That the petitioner represents that he was formerly known by the name of Quesnel Escofeel, a resident of the parish of Rapides, in the State of Louisiana, and that he is the owner of a certain requete, or petition, addressed to the Spanish authorities in the former province of Louisiana, dated 23d June, 1802; which document has been exhibited to the committee, and, being the only evidence of title or claim accompanying the petition, has received the consideration of the committee.

This requete, or petition, is addressed to the intendant general of the province, bearing date the 23d June, 1802, supplicating him to grant the petitioner, Quesnel Escofeel, a tract of land situate in said province, the petitioner obligating himself to comply with the ordinary regulations—to cultivate the land granted to him, to open the roads required, &c., &c.; added to which is a writing purporting to be the certificate of Valentine Layrard, that the lands applied for "were the property of his Majesty, and free to be disposed of."

In this the committee are at a loss to discover any title, or, in the absence of confirmatory evidence, any inception of title that would either pass the land described, or furnish any claim to that or any other land.

There is no evidence that this petition, with the accompanying certificate, is genuine, there being no witness, seal, or anything accompanying it to authenticate it. It does not appear even to have been presented to the intendant general, or any other officer of the province having authority to make grants or concessions; and on it does not appear that there was any concession made, or any sanction or encouragement afforded to the applicant.

For anything that appears to the committee, it was no more than an intended application, which was retained by the individual applicant, and who might pursue, or abandon it, as he thought proper, and which, of itself, without sanction or possession, could give no right or color of claim.

As this application was to the Spanish intendant general, after the treaty of St. Ildefonso, in 1800, by which the province was ceded by Spain to France, and though publicity was not given to that treaty and cession, yet it was known to John B. Morales, the intendant general, who, from that circumstance, either abstained from making grants and concessions, or was cautious in doing so. If he had not been

* Exclusive of the lands in Mississippi and Alabama, acquired from the Chickasaws by the treaty of the 20th October, 1832, and of all expenditures connected with the survey of the same, which are to be reimbursed to the government out of the proceeds of sales; the *net proceeds* accruing to the tribe.

so restrained, there was, under the regulations establised by Morales for conceding lands, an omission of many circumstances required necessary to the validity of this grant. By article fifteen of the regulations of J. B. Morales, adopted the 17th July, 1799, it was provided that "all concessions shall be given in the name of the King, by the intendant general of this province, who shall order the surveyor general, or one particularly named by him, to make the survey and sell the land." By article sixteen, the survey, as made, was to be returned in the form presented; and, by article seventeen, it is provided that "in the office of the finances there shall be a book numbered, where the titles of concessions shall be recorded."

When such were the regulations in relation to grants of land within the province of Louisiana, the failure to comply with them, and obtain the evidence of title in the manner required by the law of the province, would bar the applicant of all right or claim.

Even if there had been a concession by the Spanish authority subsequent to the treaty of St. Ildefonso, *without possession* being taken by the grantee, such grant, being declared void, under the act of Congress of 26th March, 1804, would confer no right.

The applicant has not, at any time, filed in any office his claim for registry, or presented the same to any commissioner or other officer of the government for recognition.

The omission to prosecute this application to obtain a concession, unaccompanied with possession, or any registry, for a period exceeding thirty years, is, in the opinion of the committee, under the laws of Congress, a conclusive bar to the claim, there being no proof of any minority as alleged, nor would minority, if it exist, supply the omission to obtain a concession and order of survey, the very foundation of the grant.

At the time of the grant, the applicant is not represented as a minor; and, in the application, he undertakes to comply with the ordinary regulations, in cultivating the land, &c.

The committee are, therefore, of opinion that the claim is not well founded, and ought not to be granted, and submit the following resolution:

Resolved, That the petitioner is not entitled to relief.

23D CONGRESS.] **No. 1281.** [2D SESSION.

ON CLAIM TO LAND IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 9, 1835.

Mr. AMOS DAVIS, from the Committee on Private Land Claims, to whom was referred the petition of John Armstrong, reported:

The petitioner alleges that he is the claimant of a tract of 640 acres of land lying within the late neutral territory between the Rio Hondo and Sabine rivers, in the State of Louisiana; that he continued to reside on said land until the month of October, 1832, at which time he was driven off the same by Jehiel Brooks, Indian agent, at the Red river agency. He makes reference to a letter of said agent to him, which is filed with the petition, and prays Congress to allow him to change the location of his land. It appears from the certificate of the register of the land office of Opelousas that the petitioner's claim to the said tract of land has been confirmed by an act of Congress, approved 24th of May, 1828, and such being the fact, Brooks, the Indian agent, by virtue alone of his agency, could have no authority whatever to expel the petitioner from the land. If he done so, his act was a mere trespass, for which it is supposed the party aggrieved could have ample redress in a court of justice. If the agent undertook upon himself, as is inferred from the statement of the petitioner, to do an unlawful act, he clearly exceeded the limits of his trust, and no principle is better established than for this the government is not answerable. But conceding the right of the petitioner for redress against the government, it is not perceived that justice requires that he should be allowed to change his location; all that should be done is a confirmation of title, and as that is already the case he has only to cause the location to be made according to the act of Congress referred to, after which a patent will issue in conformity to its provisions.

The committee therefore recommend the rejection of the petition.

The United States, as appears by the certificate of the register of the land office at Opelousas, Louisiana, granted John Armstrong 640 acres of land, the location and boundaries of which are designated. He was in possession and had been long living on it, when the agent for the Caddo Indians, by virtue of an authority unknown to me, ordered him to leave the land on the ground it was situated in the territory of those Indians. Whether this be so or not I cannot tell, as I am not aware that the right of these Indians to any territory within the limits of the United States has ever been recognized. It is, however, clear that Armstrong was dispossessed of his property by the act of the agent, who is an officer of the government. The only question to be determined is, whether the United States will permit an equal quantity of land to that of which Armstrong was dispossessed by their officer, to be located elsewhere, upon condition that he relinquish all claim to the tract within the Indian boundary. The answer, it appears to me, cannot be difficult.

R. GARLAND.

23D CONGRESS.] No. 1282. [2D SESSION.

ON CLAIM TO LAND IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 12, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of the heirs of Louis Pellerin, deceased, reported:

That it is shown, to their satisfaction, by legal evidence, that, in the year 1764, the governor of Louisiana, D'Abbadie, granted, in the usual form, the land claimed, to the ancestor of the petitioners, Louis Pellerin, to wit, a prairie called the *Prairie Basse*, having a front of sixty-three arpens by a depth of one hundred and twenty-six, equal to a superfices of seven thousand nine hundred and thirty-eight arpens. It appears, by evidence taken before the commissioners at Opelousas, that this land is occupied, but whether by those deriving title from the petitioners, does not appear.

The grant being, in the opinion of the committee, a valid one, ought to be confirmed; and the committee report a bill to that effect.

23D CONGRESS.] No. 1283. [2D SESSION.

ON CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 12, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of Greenwood Leflore, reported:

That the petitioner states that the south half of section number thirty-three in township number twenty, range number one east adjoining the lands of said petitioner in the *Chocchuma* district, State of Mississippi, has heretofore been reserved from sale on account of some difficulty in the location of two sections of land reserved to the petitioner in the treaty with the Choctaw tribe of Indians, made at Dancing Rabbit creek. The petitioner states that all the land in this neighborhood is sold; that he lays no claim to said half section; that he was desirous to have embraced it in his reservation, and the difference between himself and the locating agent in the manner of locating the reservation is the reason why it was not offered for sale. The petitioner therefore prays that he may be permitted to purchase said land at one dollar and twenty-five cents per acre. The petitioner in this case has stated in his petition that he has not sustained any loss in consequence of his being refused to locate his reservation upon the said tract of land, nor is there anything before the committee which goes to prove that his reservation has not been laid upon land as valuable as that which the petitioner asks the privilege of purchasing at one dollar and twenty-five cents per acre. The committee has not been furnished with any facts showing that the government is in default in anywise with the petitioner, therefore ask to be discharged from the further consideration of said petition.

23D CONGRESS.] No. 1284. [2D SESSION.

ON CLAIM TO LAND IN LOUISIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 12, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of William Marberry, reported:

That said claimant alleges that he had a private claim confirmed for 640 acres, certificate No. 716, in the parish of St. Tammany, Louisiana; that he was absent from home when the private claims were surveyed, and that he had left an agent to cause the survey of it to be made, which was neglected, and his land returned as public land and a portion of it sold by the United States. He asks to be permitted to have the whole tract located in township seven, range three, east, where he has made considerable improvements by mistake.

It appears by the certificate of the deputy surveyor that 120 acres of said tract of 640 acres was taken by Lerville Bahan, and, as the deputy surveyor certifies, includes the best part of said tract, and that the balance is of no value.

The committee are of opinion that there is no sufficient excuse made to justify a relocation of said private land claim; that if everything be true as alleged, which is not doubted by the committee, it might furnish a case justifying the repayment of his money to Bahan, or authorizing him to relocate his one hundred and twenty acres of land. But if Bahan has the better title, it originated in the neglect of the

present claimant or his agent, for which the United States are not responsible, and the utmost liberality on the part of the United States could not justify an appropriation of more than one hundred and twenty acres for the use of the applicant.

The committee do not perceive any sufficient ground to justify any relief whatever, at present.

23D CONGRESS.] **No. 1285.** [2D SESSION.

ON A CLAIM TO BOUNTY LAND.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 12, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of Zebulon Baxter, reported:

The petitioner states that he is a native of the United States; that, at the commencement of the late war with Great Britain, he resided in the province of Lower Canada, and had resided there about twelve years; that, in consequence of the commencement of the war, he removed from Canada into the county of Franklin, State of New York. In the month of June, 1813, he enlisted as a Canadian volunteer in the county and State aforesaid, for the term of one year, under the command of Captain James B. Spencer, of the 29th infantry; that he served as a corporal under the command of said Spencer, until the first of December, of that year, when he was transferred to a company commanded by Captain Elam Lyndes, of the same regiment, served out his term of enlistment, and was discharged on the 15th of June, 1814. All these facts are corroborated by the affidavit of James B. Spencer, made and sworn to before William Hogan, first judge of the Franklin county court. The petitioner produces his discharge, signed by G. D. Young, lieutenant colonel commanding 29th infantry, showing that he had served in said regiment one year; discharge dated June the 15th, 1814. Petitioner also produces the affidavits of David Baxter and Thomas Smith, who swear that Zebulon Baxter was a citizen of the United States anterior to the late war between the United States and Great Britain. The affidavits of Thomas Smith and Amasa Foreman go to prove that said Baxter, during the war aforesaid, volunteered in the service of the United States, in the campaign of 1813 and 1814, and served in the capacity of corporal in a company commanded by Captain James B. Spencer, in the 29th regiment of infantry, and continued therein until honorably discharged by order of Colonel Gilford D. Young. The petitioner further states that, in the year 1817, he employed a person to make out his papers to obtain his bounty land, &c.; that they were forwarded, and, until recently, he had not distinctly understood the situation of his claim, which he now understands has not been allowed. The act of Congress approved March the 5th, 1816, granting bounties in land, &c., to certain Canadian volunteers, gave to each non-commissioned officer, musician or private, 320 acres; but on the 3d of March, 1817, Congress passed an act to amend the aforesaid act, reducing the quantity of bounty land to the non-commissioned officer, musician or private, to 160 acres, which act was to continue and be in force for the term of one year and no longer. The petitioner did not as it appears from the papers, make any application to acquire his lands until after the passage of the act of 3d March, 1817; therefore, if entitled at all to bounty land, can only be entitled to 160 acres; and the only evidence before the committee that an application was made to the department for his bounty land is by a note written on the discharge with red ink, in the following words: "Not entitled to bounty land under this enlistment." The committee, however, believing the affidavit of James B. Spencer to be true, and his affidavit being corroborated by the affidavits of other persons, are inclined to the belief that he is entitled to relief, and for that purpose report a bill.

23D CONGRESS.] **No. 1286.** [2D SESSION.

IN FAVOR OF THE CORRECTION OF AN ERROR IN A LAND PATENT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 12, 1835.

Mr. ASHLEY, from the Committee on the Public Lands, to whom was referred the petition of John Tice, reported:

That, on the 17th day of March, 1818, a patent issued in the name of William Pennington, late a soldier in the army of the United States, for the southeast quarter of section twenty-eight, of township eight north, in range one west, in the tract heretofore appropriated for military bounties, in the State of Illinois, and on the 14th of December following a patent issued in favor of Abm. Foot for the same quarter section. It appears that a mistake occurred in describing the tract patented to Pennington; it should have been the northeast, in place of the southeast, quarter of section twenty-eight, in the township and range above mentioned. In 1823 Pennington transferred his title to the said southeast quarter to the petitioner, who, it appears, has since paid taxes on it, but understanding that the tract had been assigned to another individual, who, from the verbal statement of Tice, it appears, has the land in possession, he is willing to relinquish his title to that quarter, provided he can be permitted to select another within the district aforesaid. The committee considering the prayer of the petitioner reasonable and proper, report a bill accordingly for his relief.

23D CONGRESS.] No. 1287. [2D SESSION.

IN FAVOR OF AN EQUITABLE SETTLEMENT OF THE ACCOUNTS OF THE RECEIVER OF PUBLIC MONEYS AT HUNTSVILLE, ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 13, 1835.

Mr. CLAYTON, from the Committee on the Public Lands, to whom was referred the petition of the widow and children of the late General Brahan, receiver of public moneys at Huntsville, Alabama, reported:

That, by the proclamation of the President of the United States, a sale of public lands was ordered at Huntsville, on the first Monday in February, 1818. It further appears by the statement of General John Coffee, that "a plan was proposed by some of the capitalists about Huntsville, by which they were to form a company of every man who chose to join it, and who had a sum of money to invest in the capital stock. The company were to purchase all the land, or as much as they could, for the joint benefit of all concerned, to the amount of their capital; after the public sales were over, they were to put up to public sale all their purchases, and the profits made were to be divided amongst the company. They proposed, as it was termed, to run down small capitalists, or such as would not join their company. It was understood that the company sent out men on the different public roads which led to Huntsville, to meet strangers coming in to purchase, to get them to join the company, and thereby keep down opposition to their scheme. In this state of things the officers of government present, viz., General John Brahan, as receiver of public moneys, Colonel John Read, as register of the land office, and myself, as surveyor of public lands, felt it a duty, by all the means within our reach, to oppose the plans of the company, and prevent them, if possible, from purchasing the lands at the minimum price, or below its real value, and thereby speculate upon the government, and on those persons who were desirous to purchase for actual settlement. Counsel was consulted on the propriety of stopping the sales by the register and receiver, if it was found that the lands were about to sell for less than their value. The two latter gentlemen expressed great anxiety on the subject lest the interest of the government should be affected." It seems, from the statement of Judge Minor, then acting as attorney general for the Mississippi Territory, and the county of Madison in Alabama, that he was once or oftener applied to by Colonel Read and General Brahan, and his opinion asked as to the legality of postponing the sales in consequence of the combination formed to purchase the public lands for the purpose of speculation, and that he gave it as his opinion it could not be done. The sales therefore went on, and, through the influence of the officers of government, opposition was excited against the speculators, and, says General Coffee, the first tract of land offered for sale "was bid off for something like twenty dollars (per acre), far beyond any calculations which we had made of the value of the lands; this seemed to raise great excitement in the immense crowd of people present; all seemed to feel interested on one side or the other, and, as the sale progressed, the feeling raised. Much of the land that day was sold for twenty dollars and upwards; General Brahan took an active part in bidding against the company, and of course became the purchaser of several high priced tracts the first day. The sales continued from day to day with the same feelings of opposition, and I feel well assured that many persons bid during the sales more than *double* the sum they would have given before the sales commenced; *I know it was the case with myself, and feel well satisfied it was the case with General Brahan*, for we had many conversations on the subject. I knew at the time he had a large sum in scrip, and towards the close of the sales I heard the General remark that his commissions would be worth something like thirty thousand dollars, which, in addition to his scrip, he thought would pretty well cover all his purchases."

Judge Minor confirms fully the statement of General Coffee as to the combination of speculators to purchase the public lands, and the great solicitude felt by General Brahan and Colonel Read as to the consequences; and, upon his opinion that nothing could be done by way of postponing the sales to prevent it, they were put up under the hope of exciting opposition against the company, which was effectually done; he adds, that "General Brahan bought to a very large amount at these sales; and that, from all I saw and heard, I believe that his activity in bidding had a *considerable effect* in enhancing the prices. I have been informed, and believe, that he has since sold land certificates to a large amount, bought at these sales, at a discount of fifty per cent."

Under the circumstances above stated, and in a spirit of opposition to what was conceived an unjustifiable attempt to defraud the government, General Brahan was induced to purchase very largely of the public lands, and, indeed, to an amount, from causes which he could not control, beyond his ability to pay. He relied confidently upon realizing for the government the full amount of his purchases from actual settlers who were seeking establishments at that time in very great numbers, never calculating in the remotest degree upon making anything, the high prices given for the lands rendering that impossible; but unfortunately a most unfavorable change in the existing state of affairs took place, which wholly disappointed his expectations. The act of 1820 changed the mode of selling lands from a credit to a cash system, which greatly reduced the value of lands that had been purchased under the former system; and add to this a great fall in the price of the staple commodity of the country, and an unusual and sudden diminution of the paper circulation of the banks, which had theretofore been as unusually increased.

As soon as General Brahan discovered the unfortunate situation in which his zeal in the first instance for the public interest, and then the untoward changes of the times, had involved him, he lost no time in making it known to the honorable William H. Crawford, then Secretary of the Treasury, with a prompt offer to secure the government by lien on his property, in whatever sum he should be found indebted. In the month of December, 1820, General Brahan placed in the hands of certain trustees appointed by the agent of the Treasury Department, good bonds amounting to upwards of forty thousand dollars, and a large amount of real estate under a deed of trust, subject to the entire control of the Secretary of the Treasury, the proceeds of which, when collected, were to be applied to the credit of this debt, estimated then, but not accurately ascertained, at about $80,772. It appears, also, that the original bond of the said Brahan was lost, and that he very promptly renewed it, under a promise, however, that he should not be placed in a worse condition than he would be under the old one, if it were in existence,

and should be liable only for the amount found to be actually due on a final settlement of his accounts at the Treasury Department.

In the year 1821, Congress passed an act granting relief to purchasers of public lands; and under the provisions of that law, the said Brahan, as is stated by the petitioners, and confirmed by Judge Minor, sold the certificates for most of the lands he had purchased, at fifty cents in the dollar upon their original cost, thereby losing not less than thirty thousand dollars, but faithfully applying these proceeds to the payment of the debt due the government.

The petitioners state, and show by a document from the Treasury, that by great exertions and sacrifices, and the sale of the greater part of his active and most valuable property, the said Brahan has paid to the government the sum of $80,864, which sum exceeds the principal of the debt, as appears by another Treasury document, $7,252.

The petitioners rest their hopes of relief upon the foregoing facts, a summary of which, and the considerations which they naturally suggest, are simply these: that their husband and father acted in every equitable sense, and in the strictest character of disinterestedness, as the agent of the government, voluntarily, it is true, but justly entitled, not only from the motive which influenced him, but from the actual service rendered the government, to all the benefits which an authorized agency would have secured him. That this risk and consequent loss was incurred against an unprincipled combination seeking to rob the government of its revenue. That the attempt was counteracted, and a most profitable sale effected, by means of the excitement and opposition created by the officers of the government against this confederacy of speculators. That, in proof of the disinterested character of the agency, an attempt was made on his part to postpone the sales, if it could be lawfully done, with a view to prevent an honestly apprehended injury to the government; and when that could not be done, he made his purchases at prices that utterly forbid the idea that the slightest hope of profit could have been entertained. That, if this view of the subject be correct, and it can scarcely admit of a doubt, justice and equity, and especially the magnanimity of a government that seeks nothing contrary to these great principles, would hold him in no other light than that of a trustee. That he honestly made known his case, and the misfortunes growing out of it, to the government, and promptly secured it to the full amount of its demand against him. That he renewed his obligations to it by a second official bond, upon being required, in consequence of the loss of the first. That, notwithstanding the high prices which he gave for the lands, he would have been enabled to have extricated himself from difficulty, but for the intervention of certain causes which he had no right to expect, two of them growing out of the acts of the government itself, viz: the alteration of the mode of selling its lands, and the taking away from him his commission, being one per cent, which, according to General Coffee's testimony, was one of his principal reliances to discharge his debt, actually mentioned by him at the close of the sales. That the government has extended to other purchasers of lands, at various times, great indulgence and relief, under circumstances which by no means possessed the merit of the present application, because, in those cases there existed only the simple relation of seller and purchaser; but in this case it is extended to that of purchaser, for an enormous consideration, to prevent a gross fraud upon the seller's rights. That the government has lost nothing by the sales, for they have received every dollar of the principal, resulting, as it did, from a most extravagant price, produced under such an excitement, purposely created for the public interest, as that, in the words of General Coffee, "more than *double* the sum was given for the lands than would have been given before the sales." That, not only the principal has been paid, but upwards of $7,000 of the interest with it, contrary, as is believed, to the usages of the government in its outstanding accounts against very many officers; that, besides this heavy loss, he lost his office at the time, in consequence of his delinquency—a delinquency, as will be perceived, occasioned by no malfeasance, but purely from a zeal to serve the public interest, followed up by misfortunes entirely beyond the exertion of the most prudential vigilance to prevent. Under these circumstances, the petitioners, a widow and seven children, state "most respectfully, that although the losses of the decedent, from the peculiar pressure of the times, were very great and embarrassing, they have the consolation to believe that he saved to the government, by the course which ruined him and the future prospects of his family, nearly half a million of dollars. The decedent, at his death, owed some other debts to a considerable amount, so that, unless his estate can be relieved of the interest which has accrued on the government's debt, it will be unable to pay its debts, and all the property left by the decedent will be swept away from the petitioners, and his infant children will be left penniless to seek a living upon the cold charities of the world." They therefore pray that the Secretary of the Treasury be authorized by law to settle and adjust the accounts of the said John Brahan, so as to release his estate from the payment of interest on account of his said debt to the government.

The committee are of opinion that the prayer of the petitioners is reasonable and just, and ought to be granted, and for that purpose report a bill.

23D CONGRESS.] No. 1288. [2D SESSION.

INSTRUCTIONS TO THE RECEIVING AND DISBURSING OFFICERS, STATIONED IN THE STATES WHEREIN LAND OFFICES ARE ESTABLISHED OR PUBLIC WORKS BEING CONSTRUCTED.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 13, 1835.

WASHINGTON, *January* 13, 1835.

To the House of Representatives:

In compliance with the resolution of the House of the 8th instant, requesting "copies of every circular or letter of instruction emanating from the Treasury or War Departments since the 30th day of June last, and addressed to either the receiving or the disbursing officers stationed in States wherein

land offices are established, or public works are constructing under the authority of Congress," I transmit, herewith, reports from the Secretaries of the Treasury and War Departments, containing the information sought for.

ANDREW JACKSON.

TREASURY DEPARTMENT, *January* 12, 1835.

SIR: In compliance with your directions, I have the honor, herewith, to transmit to you copies of every circular or letter of instruction emanating from this department since the 30th day of June last, addressed to receivers of public moneys. No circular instructions, since that period, have been issued by this department, addressed to disbursing officers stationed in States wherein land offices are established, or public works are constructing under the authority of Congress.

I have the honor to remain, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

The PRESIDENT *of the United States.*

TREASURY DEPARTMENT, *August* 6, 1834.

SIR: For the mutual accommodation of the public officers and creditors in your neighborhood, and of yourself and the Treasury Department, I propose hereafter to direct warrants in their favor, to yourself, for payment, when desired by them.

It will be in your power, also, before a warrant is obtained by them, and whenever you have confidence in their honesty and solvency, to take an assignment or draft, by them, in your favor, of their supposed claim on the Treasury, to pay its amount, and, on its being forwarded here, to receive a warrant in your own behalf, for the sum due. All the warrants paid in the manner first stated, or received in your own name, will be ample vouchers in your behalf, on a settlement of your accounts, and, in this way, the officers and creditors of the government will often be saved travel and expense. You will have to make less frequent deposits, and at less hazard, as the balance on hand, to be deposited at the end of each month, will, probably, in this way, become considerably reduced, and the department will have the satisfaction of obliging others, through its own officers, without increasing sensibly the risk or labor of any. You will please to notify such public officers and creditors as live near you, of the existence of this arrangement, in order that they may, if convenient and agreeable, take advantage of its benefits.

I am, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

P. S.—You will take receipt on the bottom of the warrants paid, and return the warrants and receipts to this department monthly.

L. W.

Addressed to the RECEIVERS *of Public Moneys at Indiana, Illinois, Missouri, Michigan, Arkansas, and Florida.*

Circular to the collectors of the customs and all receivers of public money.

TREASURY DEPARTMENT, *November* 5, 1834.

Whereas, by the act of Congress passed 31st July, 1789, it is provided "that the duties and fees to be collected by virtue of this act shall be received in gold and silver coin only;" and, by a usage under that act, and a similar one as to the payment for public lands, it was customary to receive only specie, and the notes or bills of banks redeemable in specie, until 1814; and, after a different practice, adopted in 1814, Congress, on the 30th April, 1816, resolved, "That from and after the 20th day of February next, no such duties, taxes, debts, or sums of money accruing or becoming payable to the United States, ought to be collected or received otherwise than in the legal currency of the United States, or Treasury notes, or *notes* of the Bank of the United States, or in notes of banks which are payable and paid, on demand, in the said legal currency of the United States." And whereas, the practice, under that resolution, conformed to its provisions till January 21st, 1828, when permission by this department, under certain assurances from the Bank of the United States, was given that drafts or checks of that bank and its branches should be received for the public dues, though said drafts or checks were not notes of the bank, not being, like notes, signed by the president and cashier thereof, nor originally made payable to bearer, nor according to the subsequent decision of the Supreme Court, coming within the description of a *note* or *bill*. And whereas, Congress have never authorized the issuing of such drafts for the purpose of circulation as currency, and have refused, though urgently and repeatedly requested, to permit the issuing even of notes of the bank of the smaller denominations so signed; and the great extent to which the said drafts, of small denominations, have been put in circulation as currency, seeming to be directly repugnant to the spirit of the act incorporating the bank, and of the subsequent proceedings of Congress; and doubts having arisen as to the legal liability of the bank to redeem the said drafts in specie, under the penalty provided in the charter for the non-payment of "its bills, notes or obligations;" and the counterfeits of the said drafts having become very numerous and difficult of detection, and those who *sell* or *utter* them being likely to escape punishment, in consequence of questions which arise in prosecuting them under the said charter—it is therefore deemed proper, in order that the clearly expressed views of Congress should be enforced, and the agents of the department protected from risks and losses by said drafts, to revoke the permission granted in 1828; but, with a view to give due notice, to the community and bank,

of the contemplated change, not to allow the revocation to take effect till the period hereafter mentioned.

Hence, in conformity to the requirements of the aforesaid acts and joint resolution of Congress, all collectors of the customs, and all receivers of public money, are hereby enjoined that, after the first day of January next, they shall not receive, in payment of duties or of public lands, any coin or paper except such as is described in said resolution, viz., "the legal currency of the United States, or Treasury notes, or notes of the Bank of the United States, or notes of banks which are payable and paid, on demand, in the said legal currency of the United States."

LEVI WOODBURY, *Secretary of the Treasury.*

GENERAL LAND OFFICE, *January* 10, 1835.

The Commissioner of the General Land Office transmits to the Secretary of the Treasury, by request, copies of all the circular letters issued by him since the 30th June last.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

Circular to registers and receivers of the United States land offices, by order of the Secretary of the Treasury.

GENERAL LAND OFFICE, *July* 22, 1834.

GENTLEMEN: Annexed is a copy of an act of Congress, approved 19th June, 1834, entitled "An act to revive the act entitled 'An act to grant pre-emption rights to settlers on the public lands,'" approved May twenty-ninth, one thousand eight hundred and thirty, together with a copy of the former act.

1st. The recent act provides, "that every settler or occupant of the public lands, prior to the passage of this act, who is now in possession, and cultivated any part thereof in the year 1833, shall be entitled to all the benefits and privileges provided by the act entitled 'An act to grant pre-emption rights to settlers on the public lands,' approved May 29th, 1830, and the said act is hereby revived, and shall continue in force two years from the passage of this act, and no longer," to wit, to the 19th June, 1836.

2d. The fact of *cultivation* in *eighteen hundred and thirty-three*, and that of *possession* of the land applied for *on the nineteenth of June, eighteen hundred and thirty-four* must be established by the affidavit of the claimant, supported by such corroborative testimony of disinterested witnesses as shall be satisfactory to you both. The evidence must be taken by a justice of the peace *in the presence* of the register and receiver, wherever convenient, and be in answer to such interrogatories, to be propounded by them, as may be best calculated to elicit the truth; and when not convenient for the witnesses to attend before the register and receiver, the evidence is to be taken by a justice of the peace, and be in answer to such interrogatories, to be propounded by him, as shall be best calculated to elicit the truth.

The credibility of the testimony is to be certified by the justice of the peace, and by such other persons of the neighborhood as can certify the same.

3d. Possession on 19th June, 1834, and cultivation in 1833, are both essentially necessary to the conferring of the pre-emption privilege, the absence of either of which requisites will vitiate the claim. The building of a *mill* is a "*possession*," but, without actual cultivation, it does not confer the privilege under the law. The extent and nature of the *cultivation* are points concerning which the law is silent. The cultivation of a crop of grain, esculent roots, or other vegetables of ordinary culture in the peculiar section of the country, is to be regarded as sufficient as respects the requisite of "*cultivation*," together with the ordinary fence or other suitable enclosure; or, when no crop or product has been taken from the land, and it shall appear to your satisfaction that the claimant has, in good faith, made the usual preparations for a crop, as, when he shall have cleared ground and enclosed the field, and ploughed the soil preparatory to the ensuing seed-time, and with intent to sow or plant, such shall be regarded and taken as a sufficient cultivation to entitle him to the benefit of the act.

The erection of a dwelling-house, for the purposes of habitation, will be regarded as a requisite of "possession."

4th. The provisions of the act are not available to any person or persons who shall fail to make the proof and payment required, before the day appointed for the commencement of the sales of lands, including the tract or tracts on which the right of pre-emption is claimed; nor can the right of pre-emption extend to any land which is reserved from sale by act of Congress, or by order of the President, or which by law may have been appropriated for any purpose whatsoever.

5th. Should any tract of land, subject to private entry at the date of the act, be entered at ordinary private sale, and a pre-emption claim be duly established thereto within the term of two years from the date of the act, the former entry is null and void, and the register and receiver are hereby required to make *monthly reports* of all such interfering sales, designating the tract, date of sale, name of purchaser, quantity of acres, and purchase money; also, name of pre-emptor and date when satisfactory proof of pre-emption was admitted. On such reports, orders for repayment will be issued.

6th. Where a person inhabits one quarter section and cultivates another, he shall be permitted to enter the one or the other, at his discretion, provided such occupant shall designate, within *six months* from the passage of this act, (viz. from 19th June, 1834,) the quarter section of which he claims the pre-emption, and file in the office of the register a relinquishment of the right of entry to the other; but in all cases where those six months shall expire before the date of the public sale of the township, including such claim, the designation and relinquishment must be made prior to the day of such sale.

7th. Where an improvement is situate in different quarter sections, the claimant is entitled to enter such two adjacent legal subdivisions, viz., the east and west half-quarters, as will include his improvement.

8th. Where an improvement is situate on a fraction containing less than the quantity of a quarter section, such fraction must be taken *in lieu of an entire quarter* section. Should the fraction contain more than the quantity of a quarter section, the claimant will be permitted to take *according to the legal*

subdivisions of such fraction, so as to include his improvements, and obtain the quantity of one hundred and sixty acres, as nearly as practicable, without any further subdivision.

9th. In cases where two or more persons are settled on the same quarter section, the two *first actual settlers* who cultivated in 1833, and had possession on 19th June, 1834, are entitled to the right of pre-emption. If an equal division of such quarter by a north and south, or east and west line will not secure to each party his improvements, they must become joint *purchasers* and *patentees* of the entire quarter section; if otherwise, it will be divided so as to secure to the parties respectively, their improvements; in either case, the said settlers shall each be entitled to a pre-emption of eighty acres of land elsewhere in said land district, so as not to interfere with other settlers having a right of preference.

10th. You are requested to make monthly reports of those cases where two persons obtain a pre-emption on the same quarter section.

11th. Transfers of pre-emption rights, prior to the issuing of patents, will not be recognized.

12th. The act of 20th May, 1830, applied only to lands to which the Indian title was extinguished *at that date.* Hence the right of pre-emption to lands to which the Indian title was extinguished *subsequent to that date,* can be claimed only in virtue of cultivation in 1833, and possession on 19th June, 1834.

13th. In making your usual returns to this office, you will, in all cases of purchases under this act, designate them by marking on the returns the certificate of purchase and receipt thus: "*Pre-emption, act of* 1834." Separate returns, and a distinct series of numbers for pre-emption "receipts" and "certificates," are *not admissible.*

14th. Inasmuch as the ordinary private entry of lands, subject thereto at the date of the act, must be permitted to proceed at the hazard of interfering with the pre-emption claims which may be established within the two years allowed by the act, it is indispensably necessary, by way of precaution, to require each applicant at private sale to file with his written "application" an affidavit to the following effect, to wit:

"I do solemnly swear (or affirm) that, since the first day of January, 1834, viz., on or about the ——— day of ———, I personally inspected the tract of land designated in the annexed application, viz., the ——— quarter of section No. ———, in township No. ———, of range No. ———, in the district of lands subject to sale at ———, and that there was not, at the time, any person residing thereon, or cultivating the same; and I do not believe that any pre-emption right exists thereto, either under the act of 29th May, 1830, or that of 19th June, 1834."

In case the *party applying* to purchase did not personally inspect the tract, he may be permitted to file, in the above form, the oath, or affirmation, of any person who alleges to have made such personal inspection; and, in all cases, you must be satisfied of the credibility of such testimony.

15th. Where the occupant alleges that he is unable or unwilling to pay for a full quarter section, he may be permitted to enter the half quarter which shall include his improvements, to be either the east or west half of such quarter, the divisional line running north and south, in the mode prescribed by the act of 24th April, 1820; but in such case he will be required to file a relinquishment of his further right of pre-emption for the quantity authorized by the act.

16th. You are each entitled by law to receive from the party interested a fee of fifty cents on each case of pre-emption admitted under the act.

17th. The evidences adduced in support of pre-emption rights admitted under this act, and also the oaths required of purchasers at ordinary private sale, are to be carefully enclosed in the appropriate certificates of purchase, and transmitted therewith to this office, accompanied by your joint certificate *as to the credibility of the witnesses.*

The evidences adduced in support of *cases not admitted,* are to be carefully filed in the register's office, with suitable endorsements thereon.

18th. By the 3d section of the act of 19th June, 1834, persons residing on the public lands, and cultivating the same, prior to the year 1829, but who were deprived of the advantage of the act of 29th May, 1830, by reason of the construction given to the same by the Secretary of the Treasury, are authorized to enter, at the minimum price, one quarter section of the public lands within said land district. This provision can be available only to those whose right to a pre-emption in virtue of cultivation and possession prior to 1829 shall be established by satisfactory proof; and who, from any cause originating in the restrictions and limitations imposed by the Secretary of the Treasury, which have not had a remedy by the act of 14th July, 1832, or that of 2d March, 1833, have been deprived of the advantages of the act of 1830. When such cases shall be presented, you will specially report them, with all the testimony, for the decision of the department.

19th. Where floating rights to eighty acres are granted under this act, they must be located and paid for at the time of entry of the tracts on which such floating rights accrue.

In the execution of the act, the utmost vigilance and diligence, on your part, are requisite to detect fraud, and determine the character and credibility of the testimony. A faithful and impartial discharge of your duty are alike essential to protect the government from imposition, and the honest claimant in his right.

I am, very respectfully, gentlemen, your obedient servant,

——— ———, *Commissioner.*

P. S.—It will be proper to give publicity to the law, and to these instructions, by distributing copies of this circular throughout your land district; for which purpose, a number of copies will be furnished. It is also desirable that the newspapers published in your district should *gratuitously* publish the same, for the information of the community.

The forms of journal and ledger now used by the register and receiver will be discontinued from and after the 1st of October next. A form of *ledger,* to be substituted by the receiver, will be furnished as soon as practicable.

AN ACT to revive the act entitled "An act to grant pre-emption rights to settlers on the public lands," approved May 29, 1830.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That every settler or occupant of the public lands, prior to the passage of this act, who is now in possession, and cultivated any part thereof in the year one thousand eight hundred and thirty-three, shall be entitled to all the benefits and privileges provided by the act entitled "An act to grant pre-emption rights to settlers on the public lands," approved May twenty-nine, one thousand eight hundred

and thirty; and the said act is hereby revived, and shall continue in force two years from the passage of this act, and no longer.

SEC. 2. *And be it further enacted*, That, where a person inhabits one quarter section and cultivates another, he shall be permitted to enter the one or the other, at his discretion: *Provided*, such occupant shall designate, within six months from the passage of this act, the quarter section of which he claims the pre-emption under the same.

SEC. 3. *And be it further enacted*, That all persons residing on the public lands, and cultivating the same, prior to the year eighteen hundred and twenty-nine, and who were deprived of the advantages of the law passed on the twenty-ninth May, eighteen hundred and thirty, by the constructions placed on said law by the Secretary of the Treasury, be, and they are hereby, authorized to enter, at the minimum price of the government, one quarter section of the public lands within said land district.

Approved June 19, 1834.

ANDREW JACKSON.

AN ACT to grant pre-emption rights to settlers on the public lands.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That every settler or occupant of the public lands, prior to the passage of this act, who is now in possession, and cultivated any part thereof in the year one thousand eight hundred and twenty-nine, shall be, and he is hereby, authorized to enter with the register of the land office for the district in which such lands may lie, by legal subdivisions, any number of acres not more than one hundred and sixty, or a quarter section, to include his improvement, upon paying to the United States the then minimum price of said land: *Provided, however*, that no entry or sale of any lands shall be made, under the provisions of this act, which shall have been reserved for the use of the United States, or either of the several States in which any of the public lands may be situated.

SEC. 2. *And be it further enacted*, That if two or more persons be settled upon the same quarter section, the same may be divided between the two first actual settlers, if, by a north and south, or east and west line, the settlement or improvement of each can be included in a half-quarter section; and in such case the said settlers shall each be entitled to a pre-emption of eighty acres of land elsewhere in said land district, so as not to interfere with other settlers having a right of preference.

SEC. 3. *And be it further enacted*, That, prior to any entries being made under the privileges given by this act, proof of settlement or improvement shall be made to the satisfaction of the register and receiver of the land district in which such lands may lie, agreeably to the rules to be prescribed by the Commissioner of the General Land Office for that purpose; which register and receiver shall each be entitled to receive fifty cents for his services therein; and that all assignments and transfers of the right of pre-emption given by this act prior to the issuance of patents shall be null and void.

SEC. 4. *And be it further enacted*, That this act shall not delay the sale of any of the public lands of the United States beyond the time which has been or may be appointed for that purpose by the President's proclamation; nor shall any of the provisions of this act be available to any person or persons who shall fail to make the proof and payment required before the day appointed for the commencement of the sales of lands, including the tract or tracts on which the right of pre-emption is claimed; nor shall the right of pre-emption contemplated by this act extend to any land which is reserved from sale by act of Congress, or by order of the President, or which may have been appropriated for any purpose whatever.

SEC. 5. *And be it further enacted*, That this act shall be and remain and be in force for one year from and after its passage.

Approved May 29, 1830.

ANDREW JACKSON.

GENERAL LAND OFFICE, *August* 28, 1834.

GENTLEMEN: The forms of journal and ledger, heretofore prescribed for the use of your respective offices, will be forthwith discontinued in the register's office, and from and after the 30th day of September next in the receiver's office, at which time a new form of "quarterly account books" will go into operation.

The records of sales and forms hereafter to be used in the register's office will, with the exception of journal and ledger, be as heretofore described, viz., forms of applications, certificate of purchase, register of certificates of purchase, tract book, township plats, and the monthly abstract of sales to be rendered to this office.

The forms to be used in the receiver's office, from and after the 30th September next, will be the form of receipt, the register of receipts, the monthly return of register of receipts, to be transmitted to this office; the form of monthly account current, duplicates of which are to be rendered, one to the Secretary of the Treasury, and the other to this office; and the "quarterly account book," which will commence on the 1st of October next. On the last days of March, June, September, and December, the columns in the quarterly account book are to be added up, and closed for the quarter; and transcripts therefrom are to be rendered to this office for examination and adjustment, on printed blank sheets, corresponding with the form of the book, and with which you will be furnished by this office.

Herewith is transmitted to the receiver a short illustration of the operation of the quarterly account book.

The vast amount of labor that will be saved to both your offices by dispensing with the journal and ledger, is such that no case can now be imagined where any apology for arrears will hereafter be sustained.

In order to ascertain the precise amount of moneys accounted for, on which the receiver is to charge his commission of one per cent, and which charge is always to constitute the concluding item in the debit of the account, he is to be governed by the following rule, taking the items of the illustrative sheet for an example, viz:

Add together the items on which the commission is allowable (*except the receiver's own commission*), viz: Moneys deposited in bank, $10,031.57; compensation for depositing the same, $18.47; military land scrip and forfeited land stock, $416; contingent expenses, $33; salaries, $250; register's commission, $24.43; forming an aggregate sum of..... $10.773 47
To which is to be added the receiver's commission, as ascertained by the subjoined rule 108 82

Forming the amount accounted for, on which commission is allowed..... $10,882 29

Rule.—Rate of Commission.

If 99 : 1 : : $10,773.47 : $108.82, the answer.

Regulations as to the preservation of township plats, marking the tracts sold, &c.

Where township tracts have become either mutilated, or so defaced by various marks of sales, relinquishments, forfeitures, resales, &c., as to render it difficult *at once* to decide with certainty what lands remain unsold, the register is required to attach to the plat a sheet or half sheet of paper, (as the circumstances may require,) stout, and of good quality, and of a size sufficient to admit of indicating all the tracts in such townships, by their appropriate numbers, which *remain unsold* on a certain fixed day, (viz., 1st day of October, 1834, or any other period after the receipt of this letter of instruction,) and which fact of such lands remaining unsold is to be certified by the register on the paper so attached. It may be that, to discriminate between the sold and unsold tracts in some townships where the plats are old, and the marks numerous and complicated, will be attended with some trouble, but it must be done; and when the examination is once thoroughly made, the exhibit in the mode here intended will save much greater trouble hereafter. The paper so attached to the township plat should be divided off into four columns, the first to contain the number of the section, and its legal subdivisions, remaining unsold; the second column the quantity of acres; the third is to admit of the insertion, hereafter, of the number of the certificate; and the fourth, of the name of the purchaser when the sale shall take place. The labor as well as expense saved to the register by dispensing with the journal and ledger entries, will abundantly compensate him for the trouble of placing the plats in the situation here intended, to afford future facilities to purchasers, and which is not in anywise intended to interfere with the tract book, which is to be most particularly and punctually kept up as heretofore required.

Instead of the indications of sales heretofore made on the plats by the letters A, P, or S, the register is hereby directed, in future, invariably to insert on the plat the figures denoting the number of the certificate of purchase, which, corresponding with the number of the application, and that of the receiver's receipt, will be the means of immediate reference to all the particulars of sale in the records. Such figuring, however, must be inserted with great accuracy and neatness, so as never to lead to misconception as to their nature, and be so judiciously arranged as never to admit of doubt as to the tract of land they are intended to cover, and at the same time should be so distinctly formed as to be immediately discriminated from the numbers inserted on the plat by the surveyor general.

In the marking of the plats a finely pointed pen should always be used. A pen made from the crow quill, (such as used by draughtsmen,) or a good steel pen, should always be employed for this purpose.

In marking the sale of *subdivisions of fractional sections*, which are indicated by *red lines* on the plats, no doubt can arise as to the tract the figures intend to indicate; but in marking minute subdivisions of entire sections, which are not subdivided on the plat, the greatest caution is necessary to prevent mistakes. In marking the sale of a quarter-quarter section, I would recommend that you first indicate the subdivision intended by *red dotted lines*, within which the figures are to be inserted: the same mode to be observed in marking the sale of a half-quarter section. In some cases it may be most judicious as well as convenient to make the figures lie from south to north, in others from west to east.

It is represented that in some offices the plats have been greatly impaired by improper handling, or in consequence of registers permitting copies to be taken by purchasers or others. Registers are hereby *positively forbidden* from permitting copies to be taken, either by purchasers or others, or from permitting plats to be ever *handled* by purchasers under any pretext whatever. The continual and unnecessary fingering of those important documents, by soiled hands, in a very short time tends to their inevitable obliteration; and, with a view to afford all the *necessary* facilities for inspecting plats, without the danger of *further injury* to them from the cause stated, each register is required to procure panes of clear white glass for the use of purchasers, one of which is to be always placed over the plat while it is undergoing inspection. The great difficulty as well as expense attending the renewal of a set of plats, when once destroyed, renders the adoption of this otherwise apparently trivial precaution for their preservation of great importance.

In order to afford every due facility in making references to the township plats, each register should provide his office (in case he has not already so done) with a plain pine table on which to display them, and which should be furnished with *drawers* to contain the plats, unless a case has already been provided under former instructions to answer the same purpose. If necessary, in the larger offices, *two* tables may be provided. In whatever receptacle the plats are deposited, they must be *locked up*, and the register must allow no person to have access either to them or the tract book, after the hours of business; and the register or his confidential agent *must always be present* while purchasers are inspecting them.

I am, very respectfully, gentlemen, your obedient servant,

The Register *of the land office* and Receiver *of public moneys at*

Circular to the registers and receivers of those land districts which include lands ceded to the United States by the Choctaw treaty of the 27th of September, 1830.

General Land Office, *September* 24, 1834.

Gentlemen: I have to state for your information and government, that, on the 17th instant, the Secretary of the Treasury decided that "it is the opinion of the department that the floating rights of entry

granted by the treaty of Dancing Rabbit creek, and by the act of the 20th April, 1832, (respecting Jefferson college,) should be restricted to unimproved lands, unless otherwise directed by the terms of the grant; and that they cannot be exercised to the prejudice of settlers and occupants of the public lands, claiming a right of pre-emption under the provisions of the act of the 19th June last."

With great respect, your obedient servant,

JOHN M. MOORE, *Acting Commissioner.*

Sent to the following individuals, in reply to their inquiries, 27th September, 1834:

Messrs. Cocke & Rose, Columbus, Mississippi; Edward Sims, Esquire, Columbus Mississippi; A. B. Dearing, Esquire, Cedar creek, Lowndes county, Mississippi; Talbot Adams, Esquire, Jamestown, Sumpter county, Alabama; Hon. Samuel W. Mardis, Montevallo, Alabama; Daniel Greene, Esquire, Havana, Greene county, Alabama; Robert W. Washington, Esquire, Jamestown, Sumpter county, Alabama; John C. Whitsitt, Esquire, Gainesville, Alabama.

To registers and receivers of the United States land offices.—Supplemental instructions under the pre-emption law of 19th June, 1834, by order of the Secretary of the Treasury.

GENERAL LAND OFFICE, *October* 23, 1834.

GENTLEMEN: In consequence of representations made to the department respecting the operation of the third clause of the instructions contained in the circular letter of 22d July last, I have to inform you that the Secretary of the Treasury, unwilling to withhold the advantages of the late pre-emption law from applicants who may have meritorious and substantial claims to its benefits, and who, by reason of circumstances peculiar in their character, have no actual residence on the land claimed, has concluded so to modify the instruction complained of, as to admit, as exceptions from the general principle, such cases of the character referred to, as, in the exercise of a sound and liberal discretion on your part, shall appear from facts, satisfactorily proven, to come within the meaning and intent of the act. The following are cited as examples of the cases expressly referred to:

Where the cultivation may have been made by an unmarried person, without family, boarding and lodging with another family resident on a tract adjoining, or in the immediate vicinity of his improvements; or by a married person living in a similar manner, where there has been actual and bona fide intention to reside on the land cultivated, but where the preparation was not complete, or the intention was frustrated by unavoidable accident; where the tract cultivated may have been a necessary and integral portion of a farm or plantation of an individual residing on an adjoining tract, and where, without the aid of the proceeds of such additional cultivation, he could not have maintained himself and family, and continued to reside where he did; or where, by reason of the unhealthy location of the lands cultivated, the individual may have fixed his residence on a neighboring tract; in all these cases, and others analogous in their circumstances and spirit, where the facts are distinctly proven, and where, in the exercise of a sound and liberal discretion, you are satisfied that they come within the meaning and intent of the law, the third clause of the circular letter referred to, which regards the erection of a dwelling-house for the purpose of habitation as a requisite of "*possession,*" is modified so as to admit the right of entry.

2d. No pre-emption right to section No. 16, reserved for schools, can be sustained under existing laws, nor will the act of 19th June, 1834, admit of a floating right of pre-emption elsewhere, in virtue of a settlement and improvement in the sixteenth section. Individual claimants considering themselves aggrieved, under such circumstances, will have to prefer their claims to Congress.

3d. Where an individual establishes a right of pre-emption to a fractional section containing less than one hundred and sixty acres, or to a half-quarter section, the other half of which was sold previous to the date of the act, or to a *residuary* quarter-*quarter* of a section, (which residuary quarter-quarter must have been made such by locations made under the act of 5th April, 1832, inasmuch as quarter-quarters of sections cannot originally be selected as such under the pre-emption law,) in all such cases, the fraction, the half-quarter, or the quarter-quarter, is to be regarded as a separate and distinct tract, beyond the quantity of which the party can claim no right to locate elsewhere, or on adjoining lands; but in cases where two or more individuals are settled on any one such tract, the *two first actual settlers* are entitled to enter *in their joint names,* and each of these two is entitled to receive a floating right to eighty acres elsewhere.

4th. Where A settled on and cultivated a tract of public land in 1833, and prior to the 19th June, 1834, sold his right to B, who continued to improve and occupy the same on that day, B is regarded as entitled to the benefits of the act.

5th. Where A cultivated a tract of public land in 1833, and had placed B thereon as tenant in possession, who continued to improve and cultivate the same on the 19th June, 1834, A is regarded as entitled to the right of pre-emption, on due proof of cultivation and occupancy, as required by the act. But in case A, *prior* to the year 1833, had placed a tenant on a tract of public land, who cultivated and possessed, agreeably to the tenor of the act, the right of pre-emption is to accrue to the tenant.

6th. The testimony heretofore required to be taken before a justice of the peace, may also be taken before a notary public, or any other officer duly qualified to administer oaths.

7th. Where there were more than two actual settlers on a tract, floating rights accrue to the *two first* actual settlers, and to *none of the others.*

8th. Quarter-quarters of sections are created only by the operation of the act of 5th April, 1832, entitled "An act supplementary to the several laws for the sale of public lands."

The right to enter and make payment for quarter-quarters of sections, (lots of forty acres,) under the act of 19th June, 1834, can be claimed only in cases where residuary quarter-quarters are found to exist in a section, they having been created separate and distinct legal subdivisions by the peculiar operation of the act of 1832.

☞ While on this subject, I have to mention that, on inspecting the names of purchasers, it is apprehended that due caution is not observed by registers, in operating under the act of 1832, which provides that no one individual can enter more than eighty acres, in tracts of forty acres. Increased

vigilance is strictly enjoined in this respect; and, in order to *ensure* a strict compliance with the law, the register is hereby required to keep an alphabetical list of the names of purchasers of quarter-quarters of sections, which list must always be referred to as a check, prior to the admission of entries of land in that mode, under the act aforesaid.

9th. In cases where individuals have settled on public lands since the passage of the act of 19th June, 1834, the form of affidavit prescribed in the 14th clause of the circular letter of 22d July last, may be varied to suit the peculiar circumstances of such case, by striking out the words "*and that there was not, at that time, any person residing thereon, or cultivating the same;*" and inserting, in lieu thereof, all the facts in the case as they are found to exist.

10th. Military land scrip cannot, under existing laws, be located on any public lands settled or occupied, "*without the written consent of such settlers or occupants* as may be actually residing on said lands at the time the same shall be entered or applied for." Such settlement or occupancy, therefore, although it may or may not have reference to any existing pre-emption privilege, is a bar to the location of the scrip, without the written consent of the settler or occupant. The form of the affidavit prescribed for such cases by the circular letter of 2d October, 1833, will substantially remain unaltered; but in cases where individuals are desirous of locating scrip, it is not deemed necessary to require from them two separate affidavits—one under the circular of 2d October, 1833, and another under the 14th clause of the circular of 22d July last; but the substance of both these forms may be incorporated into one affidavit.

11th. Payment is to be required in all cases arising under the late pre-emption law, *at the time the right of entry is admitted.* In cases arising under the third section, or in such as may be of doubtful character, and which you may deem it necessary to refer for the decision of the department, payment will not be required until a favorable decision is communicated. Meanwhile, the land claimed is to be withheld from sale.

I am, very respectfully, your obedient servant,

Commissioner of the General Land Office.

P. S.—It has been the usual practice of this office to acknowledge the receipt of the monthly and quarterly returns. Henceforward, that practice, which consumes time, and creates unnecessary labor will be discontinued. If returns are not promptly rendered, the reason of the delay will be promptly demanded.

The register is requested to report to the surveyor general, lists of such township plats as require renewal, in consequence of mutilation or defacement, and also to forward to this office a copy of such report.

The "*quarterly account book,*" described in the circular letter of 28th August last, for the use of receivers, and also a supply of *printed blanks,* for making quarterly returns to this office (in lieu of the form of quarterly accounts heretofore in use), have both been forwarded by mail some weeks since.

GENERAL LAND OFFICE, *November* 15, 1834.

GENTLEMEN: You are requested to suspend from public sale, or private entry, or pre-emption rights alleged under the act of 19th June, 1834, such lands as are proposed to be selected by Indian chiefs, on floating rights arising under the treaty of Dancing Rabbit creek, of 27th September, 1830, and report to this office the fact of your having so done, accompanied by all the testimony in reference to pre-emption rights alleged to such lands under the act aforesaid.

I am, &c., &c., ELIJAH HAYWARD.

To the REGISTER and RECEIVER *of the land office at Chocchuma, Columbus, Mount Salus and Augusta, Mississippi, and Tuscaloosa, Demoplis, and St. Stephen's, Alabama.*

GENERAL LAND OFFICE, *December* 5, 1834.

GENTLEMEN: I herewith transmit, for your information and government, a copy of a letter of the Secretary of the Treasury, dated 18th ultimo, on the subject of locating floating rights, secured to certain Indians by the treaty of Dancing Rabbit creek.

You are requested to apprise this office of all pre-emption claims, alleged to lands located under the floating rights of the description referred to, and transmit the testimony adduced in support thereof, as required by my letter of the 15th ultimo, accompanied by your opinion as to the merits of each case.

I am, &c., &c.,

ELIJAH HAYWARD.

To the REGISTER and RECEIVER *at Mount Salus, Augusta, Chocchuma, and Columbus, Mississippi, St. Stephen's, Tuscaloosa, and Demopolis, Alabama.*

WAR DEPARTMENT, *January* 13, 1835.

SIR: I have the honor to transmit herewith, a report from the chief engineer, enclosing copies of certain circulars, being all that can be furnished by this department, in answer to the resolution of the House of Representatives of the 8th instant.

Very respectfully, your most obedient servant, LEW. CASS.

The PRESIDENT *of the United States.*

ENGINEER DEPARTMENT, *Washington, January* 12, 1835.

SIR: I have the honor to return the resolution of the House of Representatives of the 8th instant, referred by you to this office, with copies of all circulars addressed, since the 30th of June last, to the officers disbursing under this department.

I am, sir, most respectfully, your obedient servant,

R. E. LEE, *Lieut. of Engineers and Ass't Chief Engineer.*

Hon. LEWIS CASS, *Secretary of War.*

ENGINEER DEPARTMENT, *Washington, August* 6, 1834.

SIR: It is required that the annual estimate of funds for carrying on the operations under your charge, as an officer of this department, during the year 1835, and the annual report of their progress during the year ending the 30th of September, 1834, shall be transmitted in time to admit of their being received here by the 20th day of October next.

The statement accompanying your annual report, must particularly exhibit the amount of funds, if any, that will be required to be drawn from the balance remaining in the Treasury, on account of your work, on the 30th of September, for the purpose indicated by the several heads of the subjoined forms:

List of balances of appropriation on the 30th September, 1834.

Heads of appropriation.	Balance on the 30th of September, 1834	Amount to be expended in the 4th quarter of 1834.	Amount required to complete the service of the present year, though not called for.	Amount which will not be required at any time for the present year, and which may be applied to the service of next year.	Amount which will not be required at all, and which may therefore be carried to the surplus fund.

A strict compliance with the above is expected.

I am, very respectfully, sir, your obedient servant,

ENGINEER DEPARTMENT, *Washington, August* 21, 1834.

SIR: In accordance with the requirements of a circular just received from the War Department, you will furnish, with your annual report, an estimate of the funds necessary to complete the works under your charge. This is in addition to the information called for by the department circular, dated 6th instant.

Very respectfully, I have the honor to be, sir, your obedient servant,

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ENGINEER DEPARTMENT, *Washington, August* 21, 1834.

SIR: The following named banks having been selected by the Secretary of the Treasury as depositories of the public money, the same course will be observed in reference to them as is prescribed for the banks named in the circular from this department, dated October 12, 1833, viz:

The Moyamensing Bank, at Philadelphia.

The Farmers and Mechanics' Bank of Michigan, at Detroit, Michigan.

Very respectfully, sir, your obedient servant,

ENGINEER DEPARTMENT, *Washington, September* 18, 1834.

SIR: The following named banks having been selected by the Secretary of the Treasury, as depositories of the public money, the same course will be observed in reference to them as is prescribed for the banks named in the circular from this department, dated October 12, 1833, viz:

The Louisville Savings Institution, at Louisville;

The Mechanics and Farmers' Bank of Albany;

The Bank of Augusta, at Augusta, Georgia; and

The Commercial Bank, at Cincinnati.

The "Bank of Louisville" has been discontinued.

Very respectfully, sir, your obedient servant,

The United States in account current with ———, *receiver of public moneys for the district of lands subject to sale at* ———, *in the State (or Territory) of* ———, *for the quarter year commencing on the* 1*st day of October, and ending on the* 31*st day of December,* 1834.

DR.

Date.	In what way accounted for.	Items on which the receiver is allowed a commission of one per cent.	Amount.
1834. October 1 ..	To repayment to Samuel Bush, being the purchase money for the northeast quarter of section 7, township 9, range 3, erroneously entered, as per order of the Commissioner of the General Land Office, dated 20th September, 1834. Voucher No. 1.....	.....	$200 00
	Amount of cash on hand on 2d October, 1834, deposited in the Bank of ———, as per certificate of deposit, dated ———. No. 2.....	$10,031 57	
	COMPENSATION FOR DEPOSITING.		
	Receiver's per centage for *risk* incurred in depositing the aforesaid sum of $10,031.57, being the 100th part of one per cent for every ten miles of distance between the land office and place of deposit, 75 miles $7 52		
	Compensation for *traveling*, partly by water, 120 miles going and returning, at six cents per mile..... 7 20		
	Partly by land, 30 miles going and returning, at 12½ cents per mile.. 3 75		
		18 47	
	Amount of military land scrip received during the quarter, as per certificates transmitted.....	385 57	
	Amount of forfeited land stock received during the quarter, as per certificates transmitted.....	30 43	
	CONTINGENT EXPENSES.		
1834. Nov. 15 ..	R. A. Ellis's bill for paper. Voucher 3 ..... $10 00		
1834. Nov. 15 ..	Thos. Swan's bills for quills, ink, wafers, sealing wax, tape and twine. Voucher 4 ..... 15 00		
1834. Nov. 16 ..	Amount paid for publishing in ——— Gazette, proclamation for land sales, as per order of the Commissioner of the General Land Office, dated ———. Voucher 5..... 8 00		
		33 00	
	SALARIES.		
1834. Dec. 31 ..	Register's salary for the quarter. Voucher 6..... $125 00		
1834. Dec. 31 ..	Receiver's salary for the quarter..... 125 00		
		250 00	
	COMMISSIONS.		
1834. Dec. 31 ..	Register's commission on $2,443.35, entered by him during the quarter. Voucher 7	24 43	
1834. Dec. 31 ..	Receiver's commission on $10,882.29, accounted for by him during the quarter.....	108 82	
			10,882 29
1834. Dec. 31 ..	Cash on hand, to be carried to the credit of the United States in new account	.....	1,210 17
			$12,292 46

CR.

Date of purchase.	Number of receiver's receipt.	By whom purchased.	Tract purchased.			Quantity—Acres.	Price per acre.	Amount received in forfeited land stock.	Amount received in military scrip.	Amount of purchase money.
			Section, or part of.	Township.	Range.					
1834.		Balance of cash on hand at the end of last quarter, bro't forward	.....	....	....	.....	....	.....	.....	$9,849 11
Oct. 1..	2,556	Jacob Loose, jr.....	W. ¼ S. W. ¼ 26	7 S.	7 E.	80	$1 25	.....	.....	100 00
Oct. 1..	2,557	Same	South ½.....27	7 S.	7 E.	320	1 25	$17 54	$100 00	400 00
Oct. 15..	2,558	Russel Clark.....	E. ½ S. W. ¼.....31	8 S.	6 E.	80	1 25	.....	.....	100 00
Oct. 15..	2,559	William Filkins....	W. ¼ S. W. ¼ 31	8 S.	7 E.	97.26	1 25	.....	100 00	121 57½
Oct. 17..	2,560	Erastus G. Buck....	S. E. ¼.....13	9 S.	5 E.	160	1 25	.....	.....	200 00
Oct. 17..	2,561	Gilbert Row.....	N. E. ¼ S. W. ¼.. 3	4 S.	3 E.	40	1 50	12 89	.....	60 00
Oct. 17..	2,562	Thomas Stone.....	N. E. ¼ N. E. ¼..33	6 S.	6 E.	40	1 25	.....	.....	50 00
Oct. 20..	2,563	Nimrod Bush.....	E. ½ N. W. ¼ 31	5 S.	1 W.	80	1 25	.....	.....	100 00
Nov. 1..	2,564	Lucy Scott.....	S. E. ¼ S. E. ¼... 6	9 S.	2 E.	40	1 37½	.....	.....	55 00
Nov. 1..	2,565	Jeremiah Scott.....	E. ½ N. E. ¼.....35	5 S.	3 E.	80	1 25	.....	.....	100 00
Nov. 2..	2,566	David Scott.....	N. W. ¼ S. W. ¼..34	7 S.	1 E.	40	1 25	.....	.....	50 00
Nov. 2..	2,567	Ebenezer Finley....	E. ½ S. E. ¼ 25	5 S.	9 E.	80	1 25	.....	.....	100 00
Nov. 2..	2,568	Joseph Dickerson...	W. ½ N. E. ¼ 22	9 S.	3 E.	80	1 25	.....	.....	100 00
Nov. 7..	2,569	Daniel Minor.....	N. W. ¼ 33	6 S.	2 E.	160	1 62½	.....	100 00	260 00
Nov. 8..	2,570	Philo Seeley	N. E. ¼ N. E. ¼..17	9 S.	6 E.	40	1 25	.....	.....	50 00
Nov. 9..	2,571	William Wood.....	S. E. ¼ N. E. ¼ ..15	9 S.	6 E.	40	1 25	.....	.....	50 00
Nov. 10..	2,572	Andrew Rogers.....	E. ½ S. W. ¼..... 6	9 S.	7 E.	97.42	1 25	.....	35 57	121 77½
Nov. 20..	2,573	Jacob G. Mavor	S. E. ¼ S. E. ¼...33	8 S.	6 E.	40	1 25	.....	.....	50 00
Dec. 1..	2,574	Israel Chapman.....	N. E. ¼ N. W. ¼..32	8 S.	6 E.	40	1 25	.....	.....	50 00
Dec. 1..	2,575	Hiram Hatfield.....	S. W. ¼ S. W. ¼.. 4	9 S.	7 E.	40	1 87½	.....	50 00	75 00
Dec. 1..	2,576	Same	N. W. ¼ S. W. ¼.. 4	9 S.	7 E.	40	1 25	.....	.....	50 00
Dec. 5..	2,577	Reuben Slaytor.....	E. ½ S. W. ¼.....13	6 S.	4 E.	80	1 25	.....	.....	100 00
Dec. 31..	2,578	John Harness	W. ½ N. E. ¼.....14	14 S.	6 E.	80	1 25	.....	.....	100 00
						1,874.68		$30 43	$385 57	$12,292 46

RECAPITULATION.

Quantity. Acres.	Price per acre.	Amount received in forfeited land stock.	Amount received in military scrip.	Amount of purchase money.
40.00	$1 37½	.....	.....	$55 00
1,594.68	1 25	.....	.....	1,993 35
40.00	1 50	.....	.....	60 00
160.00	1 62½	.....	.....	260 00
40.00	1 87½	.....	.....	75 00
1,874.68	.....	.....	.....	$2,443 35

23D CONGRESS.] No. 1289. [2D SESSION.

LIST OF BALANCES AGAINST RECEIVERS OF PUBLIC MONEYS ON ACCOUNT OF THE SALES OF PUBLIC LANDS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 13, 1835.

TREASURY DEPARTMENT, *Comptroller's Office, January* 13, 1835.

SIR: I have the honor to transmit, herewith, the following list of balances against receivers of public moneys on account of the sales of public lands which have remained due, or unsettled on the books of the Treasury, for more than three years prior to the 30th September, 1834.

With great respect, your obedient servant,

JOS. ANDERSON, *Comptroller.*

HON. JOHN BELL, *Speaker of the House of Representatives.*

List of balances due by receivers of public moneys, on account of sales of public lands, which have remained due or unsettled on the books of the Treasury for more than three years prior to September 30, 1834.

District.	Name of receiver.	Amount.	Remarks by the Solicitor of the Treasury.	Remarks by the Comptroller of the Treasury.
Steubenville, Ohio...	Peter Wilson.....	$9,909 26	Judgment against the principal at July term, 1827, for $9,909.26. His estate was sold under execution by the marshal, on the 15th May, 1830, for the sum of $2,423.11. Of this sum, property to the amount of $1,590 was purchased by the district attorney, as U. S. agent, &c. The suits against his sureties, Myers and Campbell, are still pending. Since the date of the judgment against the principal the sum of $2,059.28 has been deposited to the credit of the Treasurer of the United States.	
Cincinnati, Ohio.....	Moses Dawson.....	18 78	....	Claims further credits. Directed to forward vouchers.
Delaware, Ohio	Horton Howard.....	33 52	.....	Claims further credits. Directed to forward vouchers.
Fort Wayne, Indiana	Joseph Holman.....	4,721 42	Suit ordered August 18, 1830, for $4,721.42. Judgment at November term, 1830, for $4,980.07, and the money paid to the clerk in open court. Henry Hurst, Esq., clerk U. S. district court for the district of Indiana, advised, by letter, dated April 16, 1831, that he had made a deposit of $4,900 in the office of the Bank of the United States at Louisville, Ky., subject to the order of the district court of Indiana. The district attorney has been written to, to cause the money to be deposited to the credit of the Treasurer of the United States.	
Jeffersonville, Ind...	Charles M. Taylor..	5,738 80	Suit ordered October 13, 1825, in the district of Kentucky, against all the parties to the bond, for $10,403.45; but was reduced by subsequent settlements, up to July, 1827, to $5,738.80. Judgment at May term, 1829, for $5,738.80, with interest from the 6th October, 1826, till paid. Execution in the hands of the marshal. Execution stayed against *Wordon Pope and others*, sureties in this case, January 23, 1834, in consequence of their having a petition before Congress for relief. Balance reduced in June, 1834, to $4,276.93.	
Jeffersonville, Ind...	Andrew P. Hay	5,046 72	Suit ordered July 16, 1830, against principal and sureties, for $6,919.72. Judgment November term, 1830, for $7,568.55, with interest from December 18, 1830, till paid. The district attorney was instructed, September 10, 1831, to suspend proceedings against *John Fishli*, one of the sureties in this case, and to file a bill of discovery against the other sureties, who had placed their property beyond the reach of the government; and if any property should be given up by them, to cause it to be sold on a credit of *one, two,* and *three* years. Balance reduced, by a settlement in December, 1833, to $5,046.72, exclusive of interest.	
Vincennes, Indiana ..	J. C. S. Harrison...	9,253 08	.....	Allowed eighteen years to pay this, per act March 2, 1831.
Vandalia, Illinois....	Wm. L. D. Ewing..	13,520 41	Suit ordered December 17, 1830, against the principal and his sureties for $17,542.61. Balance reduced, by subsequent settlements, up to February, 1832, to $13,520.41. Judgment December term, 1832, against Wm. L. D. Ewing, the principal, and E. C. Berry, surety, for $15,142.85, with interest from 5th December, 1832, till paid. Instructed	

List of balances—Continued.

District.	Name of receiver.	Amount.	Remarks by the Solicitor of the Treasury.	Remarks by the Comptroller of the Treasury.
			the district attorney, March 18, 1834, to suspend further proceedings on the judgment rendered in this case, so long as Ewing, the principal, shall continue the payment of $2,000 a year, until the whole amount of the judgment is satisfied, upon his filing in the attorney's office the written assent of all his sureties, and paying all costs, &c.	
Edwardsville, Illinois	Benjamin Stephenson	$6,460 41	Suit ordered August 28, 1824, for $255,354.07. Balance reduced, in March, 1831, to $6,460.41. *Nonsuit* June term, 1830, as to *sureties*, upon the plea of *non est factum*, &c. Judgment December term, 1831, against *Lucy Stephenson*, administratrix of Benjamin Stephenson, deceased, for $2,725.27, the amount of assets in her hands. Execution issued, and returned by marshal, "No property."	
Edwardsville, Illinois	Eml. J. West	142 34	Suit ordered August 20, 1833, against the principal and sureties for $142.34. West, the principal, died insolvent; no representative. The suit against the sureties continued at May term, 1834.	
St. Louis, Missouri ..	George F. Strother..	27,051 64	Suit ordered April 13, 1826, for $32,830.55. Balance reduced, by a subsequent settlement in December, 1826, to $20,631.86. Judgment against the principal, at September term, 1828, for $26,112.12. The suit against the administrator of John Rice Jones, surety of Strother, is still pending. Balance increased to $27,051.64, including interest, up to May 15, 1834, the date of last settlement.	
Jackson, Missouri....	Tunstal Quarles	1,060 95	Distress warrant issued in this case, August 20, 1833, against the principal and George F. Strother, his only surety, for the recovery of $1,060.95. Principal returned "*Non est inventus.*" Surety not liable under the act of 15th May, 1820, the bond bearing date April 17, 1820.	
Opelousas, Louisiana.	Wm. Garrard.....	27,230 57	Suit ordered in this case December 2, 1825, against principal and his sureties for $27,230.57. Cause continued and dismissed at August term, 1830, by order of the presiding judge, it appearing to the court that the process was irregular, &c. The district attorney was instructed, by letter, dated November 3, 1830, to *renew* the suit, which has been done. In the attorney's report for September, 1833, he states that no term of court has been held in his district since August term, 1830.	
Opelousas, Louisiana.	Luke Lecassier.....	6,893 95	Suit ordered September 13, 1825, against the principal and his sureties for $12,893.95 A payment of $6,000 was made by the district attorney April 29, 1828, to the credit of the Treasurer of the United States, which reduced the balance to $6,893.95. For this last-mentioned balance the suit is still pending. Debt considered good. No court held in the western district of Louisiana since August term, 1830.	
N. Orleans, Louisiana.	Nathaniel Cox	4,163 56	A distress warrant issued in this case, August 20, 1833, against the principal and John Fowles, his only surety, for the recovery of $4,163.56. Injunction granted by Judge Harper in September, 1833, and the case is now pending in the United States district court for the eastern district of Louisiana.	
Jackson Court House, or Augusta, Miss.	Wm. Barnett.....	107 85	Suit ordered August 18, 1830, against the	

List of balances—Continued.

District.	Name of receiver.	Amount.	Remarks by the Solicitor of the Treasury.	Remarks by the Comptroller of the Treasury.
			principal and sureties for $107.85. Writ returned by marshal "Not found." Suit dismissed at January term, 1833, at the cost of the United States.	
Washington, Miss. ..	Alfred W. McDaniel	$9,590 46	A distress warrant was issued in this case, August 20, 1833, against the principal and his sureties, in the district of Mississippi, for the recovery of $9,590.46. On the 2d January, 1834, another warrant, against the prin ipal only, was transmitted to the United States marshal at New Orleans. In the marshal's reply, dated January 31, 1834, he states that he has arrested McDaniel under the authority of the warrant, and that he, McDaniel, represents himself to be in poverty, &c. Indulgence granted to sureties till January 1, 1835.	
Washington, Miss. ..	James Duncan.....	55 72	Suit ordered January 10, 1834, against the principal and sureties. No report yet received from the district attorney.	
Choctaw, Mississippi, (Mount Salus.)	James C. Dickson ..	10,548 61	Suit ordered March 31, 1832, against the principal and sureties for $10,858.86. Balance reduced in May, 1833, to $10,548.61. Judgment January term, 1834, for $4,080.18, with interest from March 10, 1834, till paid, and costs. Execution issued.	
St. Stephen's, Ala...	Samuel Smith.....	33,590 92	Suit ordered in this case, November 10, 1817, for $74,188.11. Balance reduced, by subsequent settlements, to $33,590.92. Judgment against the representatives of Smith, at April term, 1820, for the amount then certified to be due to the United States. Execution issued. No property found. Died totally insolvent. The sureties have heretofore been returned *non sunt inventi*. Their place of residence has recently been ascertained, and, on the 21st January, 1834, suits were directed to be instituted against them.	
Cahawba, Alabama ..	John Taylor.....	11,115 20	Suit ordered December 2, 1825, for $17,463.24. Balance reduced, by subsequent settlements up to July, 1833, to $11,115.20. Proceedings suspended from time to time at the request of the Hon. William Smith, administrator and surety of Taylor. The district attorney states that this debt will be collected. The suit against the administrator and sureties still pending.	
Cahawba, Alabama ..	Wm. Taylor	23,350 18	Suit ordered July 8, 1829, for $40,570.75. William Taylor, the principal, insolvent. All his property, real and personal, was sold under a deed of trust, for the benefit of the United States, on the 23d March, 1830, on a credit of one and two years, with interest from day of sale. Proceeds of sale $13,717.58. The district attorney has collected and deposited, at sundry times, on account of the sales, up to January 20, 1833, the sum of $14,869.74, including interest. Balance reduced, in July, 1834, to $23,350 18. The suit against D. B. Mitchell, the only surety, still pending.	
Cahawba, Alabama ..	Horatio G. Perry...	6,074 41	Suit ordered July 8, 1829, against principal and sureties for $6.074.41. Judgment May 13, 1833, for $5,218.27. Execution issued. Marshal's return, "No property to satisfy the *fi. fa.*"	
Sparta, Alabama	Andrew T. Perry ...	29,755 57	Suit ordered April 28, 1828, against principal and sureties, in the southern district of Alabama, for the recovery of $29,755.57. The attorney of Alabama advised, by letter of December 4, 1828, that Perry, the principal,	

List of balances—Continued.

District.	Name of receiver.	Amount.	Remarks by the Solicitor of the Treasury.	Remarks by the Comptroller of the Treasury.
			had absconded with his property to the State of Mississippi. Judgment rendered against the principal, in the district of Mississippi, in April term, 1829, for $32,507.95, and instructions given to the marshal to levy on negroes, &c., in possession of one James Bush, a brother-in-law of Perry, the principal. The marshal declined levying on the negroes in possession of Bush, and supposed to belong to Perry, without assurance of indemnity, &c. This assurance the late agent of the Treasury did not feel authorized to give. He therefore, in order to adopt some course to ascertain the right to the property in question, recommended to the district attorney, by letter, dated August 12, 1829, to file a bill in chancery, &c. The district attorney advises, by letter of 10th January, 1830, that he has filed a bill in chancery, that a levy was made on the judgment against Perry on property in possession of Bush, and that a bond was given for the trial of the right of property, and that he has little doubt but that it can be proven that the property in Bush's possession was purchased with money received by Perry for the United States, &c. The district attorney, in his report of the district court for January term, 1831, advises that the bond for the trial of the right of property was quashed, and execution issued against Andrew T. Perry, returnable to June term, 1831. Same proceedings in the case of James Bush. Execution for $32,507.75 in the hands of John Campbell, marshal of Mississippi, per his receipt, dated February 1, 1831. No report yet received from the marshal. The district attorney has recently been written to for a full report of this case.	
Cahawba, Alabama..	David McCord	$8,354 12	Suit ordered July 8, 1829, for $8,354.12. McCord dead. The suit against his representatives still pending, in consequence of their having petitioned Congress for relief.	
Indianapolis, Indiana	Lazarus Noble	31 93	On the 2d January, 1832, the district attorney of Indiana made a deposit of $27 in the Branch Bank of Louisville, Kentucky, to the credit of the Treasurer of the United States, on account of Mr. Noble; and states, in his letter of February 6, 1833, that the balance of the claim has been allowed in a settlement at the Treasury.	This sum will be passed to the credit of Mr. Noble, when covered by warrant, together with such other as, upon a revision of his accounts, he may be entitled to.
Opelousas, Louisiana.	David L. Todd	1,121 98	Suit ordered July 27, 1830, against the principal and sureties for $15,095.52. Todd, the principal, dead. His estate good, and his sureties solvent. Balance reduced, by subsequent settlements, to $1,121.98. For this last-mentioned sum suit is still pending.	
Sparta, Alabama	John Herbert.....	6,124 93	Suit ordered April 10, 1827, for $6,124.93. Judgment, December term, 1827, for $6,369.93. Balance reduced, by subsequent settlemants, to $3,022.62, including interest up to March, 1834. Claim good.	
Huntsville, Alabama.	John Brahan	33,836 93	.....	This debt was originally $74,827.33, to secure the payment of which Mr. Brahan transferred to Le Roy Pope and others, sundry lands and notes of hand, to be appropriated to the payment of this debt, as will more particu-

List of balances—Continued.

District.	Name of receiver.	Amount.	Remarks by the Solicitor of the Treasury.	Remarks by the Comptroller of the Treasury.
				larly appear by referring to an agreement executed by said Brahan and his wife and his *trustees*, dated October 13, 1819. Mr. Brahan has since deceased, but the debt is believed to be safe.
Jeffersonville, Indiana	Wm. H. Hurst	$782 87	.....	Original debt $2,485.89; reduced, by subsequent settlements to $782.87; debt considered safe.
Crawfordsville, Ind ..	Israel T. Canby	46,433 53	Distress warrants have been issued against the principal and his sureties, in different States, for the full amount of this claim; and the marshals of those States directed to be governed by the instructions of F. A. Howard, Esq., special agent of the United States. Property of the parties concerned, sufficient to satisfy the whole claim, has been levied upon. Samuel Milroy and John Wilson, two of Canby's sureties, have, as trustees of said Canby, made a transfer of his property to the United States; in consequence of which the United States agent was instructed, on the 13th October, 1834, to postpone the sale of Canby's lands for one year.	

23D CONGRESS.] **No. 1290.** [2D SESSION.

EXPOSITION OF THE TREATY WITH SPAIN OF FEBRUARY 22, 1819, IN RELATION TO SPANISH GRANTS OF LAND IN LOUISIANA, BETWEEN THE PERDIDO AND MISSISSIPPI RIVERS.

COMMUNICATED TO THE SENATE JANUARY 14, 1835.

No. 1.—*Exposition of the Florida treaty, by Joseph M. White, Esq.*

The treaty of the 22d of February, 1819, between his Catholic Majesty and the United States was intended, as declared in the preamble attached to it, "to consolidate, on a permanent basis, friendship and good correspondence; and to settle and terminate all their differences and pretensions, by a treaty which shall designate, with precision, the limits of their respective bordering territories in North America."

One of these "differences," thus proposed to be terminated, was of deep interest, long standing, and protracted negotiation, relating to the boundaries between Louisiana and West Florida. The conflicting "pretension" of each power was to the jurisdiction and dominion of the territory lying between the Mississippi and Perdido rivers; and the object of this treaty, as recited, was to designate and settle this question of limits.

The controversy grew out of the extent of the Louisiana cession in 1803, after that colony was ceded by his Catholic Majesty, in a secret treaty of San Ildefonso, dated the 1st of October, 1800, to the French republic; and after the delivery of the province, by the Spanish commissioners Don Manuel Salcedo and the Marquis of Casa Calvo to the French prefect Lausat, and by him, under the subsequent cession of 1803, with the same designated limits, to the United States, the latter set up a claim to all the territory east of the Mississippi, as far as the Perdido. This district of country was neither delivered by Spain to France, nor by France to the United States, as a part of the Louisiana cession. The colony of Louisiana was quietly considered and accepted by the authorities of all three governments, with the limits designated in the act of delivery, without exception, qualification, or protest. Spain remained in possession of West Florida, being all the country east of the Mississippi river, and the island of New Orleans, which was neither ceded nor delivered to France by the stipulations of the treaty of San Ildefonso, nor by the latter to the United States.

In 1804 the government of the United States set up a sort of equivocal title to the territory in question, in which they had so little confidence, that, upon the first protest of Spain, they so construed their law as to abandon the right to establish a custom house at Mobile.

In 1805 they created an extraordinary mission to Madrid, to negotiate on the subject, which negotiation resulted in an entire failure. France and Spain both maintained that this territory was no part of the colony of Louisiana. Our negotiators having failed at Aranjuez, in 1805, to satisfy either Don Pedro Cevallos or his government, or to convince Prince Talleyrand, or the First Consul, that there was any justice in their pretension, set on foot, in the year 1809, a secret negotiation with the local authori-

ties, to induce them to surrender the province of their royal master. This also failed, and they then stimulated an insurrection in the province, and took possession of it, avowedly to put down the rebellion, and to hold the territory subject to future negotiations.

A proclamation was issued in 1810, stating in the preamble the confidence the government of the United States had in their title, and that they would take possession of the same, with the explicit declaration that "it will not cease to be a subject of fair and friendly negotiation and adjustment."

The Spanish authorities remained in possession of this territory from 1803 up to 1810, exercising all the rights of jurisdiction and dominion; and granted about one out of the ten millions of acres of land. The government, *de facto*, during the seven years, is a fact which will not and cannot be questioned.

Spain, at the time of this proclamation, was desolated by Napoleon's army, and his Catholic Majesty in duress. I say nothing of the *time* selected to seize upon this province. It was alleged to be held subject to negotiation, but very soon partitioned out.

In all the correspondence between the two governments, from 1810 to 1819, Spain solemnly protested against that construction of the Louisiana treaty, both at Madrid and at Washington. (See the correspondence annexed hereto.)

The treaty of 1819 terminated the controversy between the two governments, and definitively settled the question of jurisdiction and sovereignty.

The second article is in these words, upon the English side: "His Catholic Majesty cedes to the United States, in full property and sovereignty, all the territories which belong to him, situated to the eastward of the Mississippi, known by the name of East and West Florida." The Spanish side is more emphatic: "Todos los Territorios que le pertenecen situados al este del Mississippi, cornocidos bajo el nombre de Florida occidental y Florida oriental," known under *the name of West Florida:* thus designating a territory known under the name of West Florida and East Florida. It will be observed that this was the cession of territories *not* east of Perdido, but *east* of the Mississippi.

The confirmatory article is coëxtensive with the article of cession. It provides that all claims in "the *ceded* territories shall remain ratified and confirmed." The treaty, it has been said, terminated the political question between the two nations. The subordinate question arising between the individual grantees, under titles made by the legitimate authorities of the crown of Spain, between the years 1803 and 1810, whilst Spain remained in possession of this territory, is now presented for consideration and decision.

If the United States had recognized these titles, as it is believed was the understanding of the contracting parties, it would have prevented the development in these papers, which for many reasons should have been avoided. These claims have not been admitted as yet by the United States, and these claimants are obliged to present the question for the legislative and judicial departments of the government.

If the territory lying between the Mississippi and Perdido rivers was in fact ceded as a part of the colony of Louisiana, then Spain had no right to grant any portion of it subsequent to the date of that treaty in 1803. If, on the other hand, the United States did not acquire the territory until the Florida treaty, then Spain had a right to grant the lands between the years 1803 and 1810. The United States, prior to the conclusion of the treaty of 1819, had no other knowledge of the contents of the treaty of San Ildefonso than that part of it quoted in the Louisiana treaty. The whole of that treaty is hereto annexed, and marked A. Taken in conjunction with the other public papers, never before published in this country, marked B, it will explain the object of the contending parties. Prior to 1762, the respective rights of Great Britain, Spain, and France were but little understood, either in Europe or in this country. Each power set up the most exorbitant pretensions to territory, founded upon the uncertain and indefinite title of discovery.

It was the object of the treaties of 1762 and '3 to settle their pretensions to colonial aggrandizement. In the absence of these papers, which distinctly explain the understanding of all the parties as to the precise limits of Louisiana and West Florida, the United States have endeavored to establish some claim, founded upon this uncertain source of title, to be established by reference to vague maps and unauthenticated speculations of geographers.

It is not deemed necessary to go into these questions. It is enough to establish the fact, that in the year 1762 all the territory west of the Mississippi, including the island of New Orleans, was called the colony of Louisiana; and all the territory east of that river and the island was called West Florida. France ceded Louisiana to Spain, and West Florida to England. France, however, remained in *possession* of Louisiana until 1769. The formal delivery of Louisiana was made on the 21st of April, 1764, but Spain could not get possession or exercise jurisdiction until 1769.

The third article of the treaty of San Ildefonso provides that his Catholic Majesty engages to "recede the colony or province of Louisiana, with the same extent it *now* has in the lands of Spain, and had while in the possession of France." What was once Louisiana became two colonies in 1762, under different names, transferred to different powers. The two colonies, by conquest and treaty, again came under the dominion of Spain, but they preserved their separate names and separate governments.

Louisiana, as it "is now in the hands of Spain," i. e., in 1800, was not as France possessed it prior to 1762. The name and government of West Florida must have been extinguished, and the territory reannexed to the colony as it then was. France had possessed this colony from 1762 to 1764, before Spain signified her acceptance of it, and until 1769, before Spain got quiet possession of it. His Catholic Majesty receded the province of Louisiana. It is a perversion of terms to say a recession of a province will include another province never ceded by the grantor, but taken by conquest from another power. We have in these papers the clear, unsophisticated understanding of France and Spain. It is apparent that Spain did not intend, and did not in fact cede to France any portion of territory east of the Mississippi in the year 1800. It is shown that France did not receive or claim any portion of this territory under that treaty, but subsequent to its date proposed a distinct treaty to acquire it. France could only transfer what she had acquired, and no more.

The negotiation of the treaty on the part of France was confided to Monsieur Barte Marlois, who was instructed to consult Prince Talleyrand. The map of Monsieur Marlois shows the extent of the cession, as understood by himself and the ministers of the United States. There are numerous maps, histories, papers, and documents going to establish this view of the subject. It is unnecessary to refer to them. It is too clear for argument. The United States never had a legitimate claim to this territory

until 1819. The question then arises as to the titles to be confirmed within the ceded territories. This requires an examination into the principles of international law applicable to the construction of this treaty. I have said that by the treaty of the 22d February, 1819, Spain ceded the Floridas to the United States.

The latter acquired these provinces and their appendages in full sovereignty, including all public grounds and edifices, and all vacant lands which were not private property.*

It was stipulated between the high contracting parties, that all grants made by his Catholic Majesty, or his lawful authorities, before the 24th of January, 1818, in the ceded territory, should remain confirmed and acknowledged in the same manner as they would have been if the province had continued under the dominion of his Catholic Majesty.† Further time was given to proprietors who had been prevented from fulfilling the conditions of their grants, by the recent circumstances of the Spanish monarchy, and the revolutions in Europe.

The inhabitants of the ceded territory were protected in all their rights, and became citizens of the United States.‡

Congress has, from time to time, adopted various legislative provisions for the purpose of preserving the national faith, separating private property from the public domain, and securing the individual titles intended to be protected by the treaty.

Commissioners were appointed to examine land claims, with authority to confirm grants not exceeding a certain size, and to report those above that limit to Congress. When these commissions were dissolved, similar powers were vested in the register and receiver in the land offices. In some instances, an option was given to the holders of certain grants to select a league square within their respective concessions, upon condition of surrendering the residue by deed to the United States. Through these and other means, the titles of the smaller proprietors have, for the most part, been definitively adjusted, and the larger claims alone remain for settlement. These, Congress, by act of 23d May, 1828, authorized the courts of the territory to hear and determine, with an appeal to the Supreme Court of the United States. Several cases have been adjudicated in the courts below. Decisions have been pronounced, not easily reconcilable, if not at total variance with each other; appeals have been taken, and the questions discussed are now before this court, whose judgment is deeply interesting, not merely to the parties on the record, but to the numerous other suitors whose rights, or supposed rights, depend on similar principles.

One or two considerations of a general nature may here, it is presumed, be not inappropriately introduced. Those who represent the interests of the United States in some of the cases before the court have thought proper to assume, as one ground of defence, that the confirmation or rejection of these titles is matter essentially of executive or legislative cognizance, and addresses itself exclusively to their discretion. The question they urge is a political, not a judicial one, and is equally unfit to be submitted to, and incapable of being decided by a court. Waiving all considerations of the hardship and mockery of referring claimants under a treaty to a tribunal incompetent to afford them redress, forbearing to touch on the indecorum of a construction which attributes to Congress an act of futile or deceptive legislation, it will be enough to say that this interpretation, it is believed, has been once considered and rejected.§

The argument, indeed, amounts to little more than this—we have bound ourselves to do what Spain would have done; what that is, we know not; and having referred the question to those who cannot decide it, we will therefore do nothing. Perfidy often wears the mask of subtlety, as well from shame as cowardice; but it is seldom that the counselors of bad faith, if they condescend to argue at all, are satisfied with a defence so feeble.

The act of Congress requires the court to examine and decide upon these claims in conformity with the law of nations, the treaty, and the laws of Spain.

It is proposed to consider the subject in reference to each of these several rules of decision.

First. *The law of nations.*

It is conceived that, according to the mitigated rights of war, as now well understood and settled by international law, the lands of individuals are safe even after conquest:‖ much less can a cession, of itself, destroy private rights. Absolute or perfect grants, it is believed, would be protected by the law of nations, independent of the treaty. Some legislative recognition of their validity might indeed be necessary to sustain a suit upon them in our courts, but the national obligation to respect them could hardly be denied. It is in behalf of concessions or inchoate grants that the stipulations of the treaty were most requisite and important. To the acts of the Spanish government in this respect, not merely the authority of *res adjudicata*, such as belongs to all foreign sentences and decrees, was given by the treaty; its effect was to make binding on us all that would have been valid against Spain, and to oblige us to complete whatever she, in good faith, had begun, but left unfinished.

A detailed examination of the maxims of customary international law, as they would bear upon the rights of proprietors of land in Florida, is not called for in the presence of an express treaty stipulation; and, in referring to the law of nations as a rule of decision for the courts, Congress, perhaps, had more expressly in view such part of it as relates to the interpretation of treaties. This will be more conveniently considered under another head.

Secondly. *The treaty.*

This instrument, it is contended, should be most liberally construed. Its interpretation is to be sought in the motives and policy of the parties; in their words and in their acts. The leading objects of the United States were, to procure a more convenient and secure frontier; to command the Gulf of Mexico, the outlet of a large portion of their commerce; to obtain indemnity for their merchants, and to secure themselves against the annoyance they must naturally expect from Florida, in the hands of an enemy or a false or feeble neutral. It is notorious that, for more than a century, this territory had been a constant source of injury, jealousy, and vexation to the adjoining colonies and States. The colony of Georgia was founded as a barrier against the encroachments of the Spaniards; and the refuge and encouragement afforded by the latter to absconding slaves, hostile Indians, and other incendiaries, was a continual cause of complaint, from the settlement of Carolina to the Seminole campaign. In examining the interests and duties of the United States in connection with this subject, it is not as landed proprietors alone that we must regard them. The rage for new settlements, indeed, makes this the chief point

*Article 2d. †Article 8th. ‡Articles 5th and 6th. §Soulard's case, 4 Peters. ‖Vattel, b. III. c. 13, sec. 200.

among the people, and greatly increases the prejudices against the large grants; but the court is far above the contagion of their example.

To consider the cession of Florida merely as a land-jobbing transaction, would be doing great injustice to the liberal and enlightened policy which sought this valuable acquisition, with steady calmness, through so long a course of evasion and delay. Yet its value, even in that point of view, is not unworthy of notice. Thirty-five millions and a half of acres, of which, up the 30th of June, 1828, but little more than a million and a half had been granted or sold,* will surely, after making a most liberal allowance for the satisfaction of unsettled land claims, more than refund to us the five millions paid to our own merchants. Computing but thirty millions at the minimum price to which it is proposed to reduce the refuse lands, the United States will receive back their principal from the soil, and obtain the sovereignty for nothing.

It is admitted that, in the cession of a province, the disposition of the inhabitants and their effects is a question of policy between the parties. To divest them of their rights of property is, however, in modern times, an unheard of cruelty. Usually the option is allowed them of becoming subjects of the new government, or of selling their estates, and removing within a specified period. Such were the terms of cession of this very province from Spain to Britain in 1763, and from Britain to Spain twenty years afterwards. It will be borne in mind by the court that population rather than soil is the want of the United States; that their policy as to naturalization is as liberal as that which the wisest modern philosopher has praised in the greatest of the ancient republics; and that sovereignty, not soil, was the great motive for the acquisition.

Our government, it may safely be affirmed, neither contemplated the expulsion of the ancient inhabitants, or any injury to their property. The terms held out in the treaty ceding Louisiana, as well as that by which Florida was acquired, show that the United States never intended to grasp a barren sceptre, and wave it over a dispeopled territory. The inhabitants were made citizens. The province was to become a State. Can it be imagined that any rational government would act so unwisely as to receive into their society a large body of foreigners, endow them with civil rights and political power, and, after rendering them disaffected, by stripping them of their property, leave to these malcontents the protection of an extensive, important, and exposed frontier?

Many of the motives which must have operated on Spain are equally obvious. She naturally wished to extinguish demands, the justice of which had been admitted, while their satisfaction had been evaded until all the arts of procrastination were exhausted. She might desire to get rid of a useless and expensive appendage; and she must have foreseen that it would probably be wrested from her as an indemnity, if she trifled much longer with our patience. But, in yielding up the inhabitants with the territory, she would naturally stipulate most favorably for the people she was about to surrender. She did not intend to sacrifice them. Their fidelity to her in every vicissitude, the temptations by which they had been assailed, the invasions to which they had been exposed, their sufferings, their constancy, their very helplessness, all pleaded powerfully in their favor.

In the 8th article, two parties were stipulating for the security and advantage of a third, whom both had the strongest reasons to cherish and protect. It is submitted, therefore, with some degree of confidence, that, so far as the motives and policy of the parties afford a key to the meaning of their words, the construction most favorable to the claimants is permitted to, nay, is enjoined upon the court.

Before proceeding to examine the language of the treaty, a few observations on the rules of interpretation may, perhaps, be pardoned. Jurors generally admit that all grants, contracts, and stipulations, are to be taken most strongly against the grantor.† The words of the party promising are to be regarded rather than those of the party to whom the promise is made.‡ Other general rules are to be found in the works of the most esteemed publicists, and must be familiar to the court.§ Among the rest, that interpretation which is drawn from the reason of the act is strongly and safely recommended.‖ A special rule of construction has, moreover, been deduced from the character of the stipulation itself; hence, the distinction between things favorable and things odious—a distinction recognized by Grotius and Vattel.¶ The difference between the former, and mere acts of liberality prejudicial to the sovereign, is illustrated by the last-named author** in such a manner as leaves no doubt to which class the provisions of the eighth article belong.

What, indeed, can be more clearly entitled to rank among things favorable, than engagements between nations securing the private property of faithful subjects, honestly acquired under a government which is on the eve of relinquishing their allegiance, and confided to the pledged protection of that country which is about to receive them as citizens?

This brings us to the words of the treaty. There is a difference between the English and the Spanish versions of the eighth article. Both are equally originals, but surely the justice and liberality of the United States will extend to the claimants the full benfit of either. The first difference is in rendering "*concessiones de terrenos*" as "grants of land." *Concessiones*, it is apprehended, is a term much broader than *grants*, and comprehends all which we, in the technical language of our land laws, might call entries or warrants of survey or location. The substitution of lawful, in the English, for *legitimos*, in the Spanish, will be commented on in another place. The residue of the clause, that those grants shall be ratified and confirmed to the persons in possession of the lands, to the same extent that the same grants would be valid, &c., is by no means equivalent to the Spanish phrascology. The latter, fairly rendered, is to this effect: "All concessions of lands made by his Catholic Majesty, or by his legitimate authorities, before the 24th January, 1818, in the aforesaid territories, which his Majesty cedes to the United States, shall remain confirmed and acknowledged to the persons in possession of them, (i. e. the concessions,) in the same manner that they would have been if the dominion of his Catholic Majesty over these territories had continued."

The difference between declaring that these grants shall be ratified and confirmed to the persons in possession of the lands, to the same extent that the same grants would have been valid, &c., and saying

* Reports of Committees, H. R. No. 95, 2d session, 20th Congress.
† Cooper's Justinian, in note 601.
‡ Vattel, b. II, c. 17, sec. 267.
§ Grotius, b. II, ch. 16, p. 136. Vattel, b. II, c. 17, sec. 270.
‖ Vattel, b. II, c. 17, sec. 287.
¶ Grotius, b. II, c. 16, sec. 10, p. 148. Vattel, b. II, c. 17, secs. 300, 301, 303.
** Vattel, b. II, c. 17, sec. 310.

that all concessions of land shall remain confirmed and acknowledged to the persons in possession of them, (i. e. the title papers,) in the same manner that they would have been, &c., is sufficiently obvious and important. The sense is materially different. The English side of the treaty leaves the ratification of the grants executory—they shall be ratified; the Spanish, executed—they shall continue acknowledged and confirmed, *queradan ratificados. Quedan* signifies remain or continue, and in this sense is used in the last clause of the same article; *quedan anuladas y de ningun valor*, remain null, and of no effect. In the English, possession refers to the lands; in the Spanish, to the grants. The relative *ellas* agrees with the antecedent *concessiones;* if it be referred to *terrenos*, the relative word would have been *ellos.* No word equivalent to recent is to be found in the Spanish.

It has been supposed, with little reason, that the eighth article might be interpreted to confer a discretion, rather than impose an obligation on the American government. It is one of the admitted rules of construction, that interpretations which lead to an absurdity, or render an act null, are to be avoided.*

The King of Spain can annul a grant made by himself without any allegation of surprise or fraud, simply in virtue of his absolute will and sovereign power. It is too late for us to deny that position; we have recognized it by the treaty. The grants to Alagon, Vargas, and Puñon Rostro, were annulled. By the treaty we succeeded to all the rights of Spain; the concessions made by Spain are to continue valid to the same extent, &c.; but will it be asserted that, in succeeding to the rights of Spain, we succeed to the right of his Catholic Majesty to annul the grants of his subjects? Can it be pretended that the provisions of the eighth article were designed only to leave all grants, perfect and inchoate, as completely at the mercy of the American government as they had been at that of the Spanish monarch?

In attempting to ascertain the true meaning of the parties, it is humbly conceived we are not confined to the language of the treaty. We may look into the negotiations which preceded it. In this instance, there is a particular propriety in doing so. "As the instrument of ratification, an essential part of the whole treaty refers to the history of the negotiation; it lets in the whole of that history, as matter to be adverted to, according to all the strictness of legal argument, in reasoning on the construction of the claim in question. The matter is thus made capable of being argued as if the question were upon an act of parliament, or private deed, reciting the circumstances under which it was obtained. One might, therefore, rest, as elucidating the case, upon all the authorities which establish, with respect to private and diplomatic instruments, that, however general and comprehensive particular expressions may be, they ought in their effect to be confined to the particular objects the parties had in view. The reports of the court of chancery in England, contain a variety of instances as to the restriction of deeds, however widely expressed, to the particular object of the parties, founded on a review of the circumstances under which they were made. (Vide Chalmondly and Clinton.) It is also observed by Vattel, (268,) that we are to interpret a clause in the utmost latitude that the strict and appropriate meaning of the words will admit of, if it appears that the author had in view everything which that strict and appropriate meaning comprehends; but we must interpret it in a more liberal sense when it appears probable that the author did not mean it to extend to everything which the strict propriety of the terms might be made to include."†

A short sketch of the negotiations, with some brief extracts and references, will therefore be submitted. In January, 1818, the Government of the United States proposed to the Chevalier de Onis to terminate all differences on the following terms:

1. Spain to cede all territory eastward of the Mississippi.
2. The eastern boundary to be the Colorado.
3. Claims for indemnities to be referred to commissioners.
4. The lands in East Florida, and to the Perdido, to be held as security for the indemnities; but no grant subsequent to August 11, 1802, to be considered valid.
5. Spain to be released from the payment of the debts.‡

On the 24th October, 1818, Don Luis de Onis proposes to cede the Floridas: "the donations or sales of land made by the government of his Majesty, or by legal authorities, until this time, are nevertheless to be valid.§

The Secretary of State replies, October 31, 1818, "Neither can the United States recognize as valid all the grants of land until this time, and at the same time renounce all their claims for indemnity." He adverts to the notice given to the government of Spain, that all the grants lately made within those territories, (i. e. to Alagon, Vargas, &c.,) must be canceled, unless some other adequate fund should be provided to satisfy the claims of the United States and their citizens.‖

De Onis rejoins, 10th November, 1818, "My second proposal has been admitted by your government with this modification, that all grants and sales of land made by his Catholic Majesty, or by lawful Spanish authorities, in the Floridas, from the year 1802 to the present, shall be null and void. To this modification, in its absolute sense, I cannot consent, inasmuch as it is offensive to the dignity and imprescriptible rights of the crown of Spain, which, as the legitimate owner of both the Floridas, had a right to dispose of those lands as it pleased; and, further, as the said modification would be productive of incalculable injury to the bona fide possessors, who have acquired, settled, and improved those tracts of land."

"The extent of what I can agree to is, that the late grants made by his Catholic Majesty in the Floridas, since the 24th of January last, the date of my first note, announcing his Majesty's willingness to cede them to the United States, (the said grants having been made with a view to promote population, cultivation, and industry, and not with that of alienating them,) shall be declared null and void, in consideration of the grantees not having complied with the essential condition of the cession, as has been the fact."¶

On the 9th of February, 1819, the minister of Spain submitted his project of a treaty. The ninth article, answering the eighth of the present treaty, is as follows:

"All grants of land made by his Catholic Majesty, or his legitimate authorities, in the aforesaid territories of the two Floridas, and others, which his Majesty cedes to the United States, shall be con-

* Vattel, b. II, c. 17, secs. 282, 304.
† MSS. Opinion of Sir John Joseph Dillen, on Rattenbury's grant.
‡ Lyman's Diplomacy United States, vol. 2, p. 133.
§ 1 vol. Executive Papers, 1 sess. 16 Cong. 1819-'20, doc. 2, p. 25.
‖ 1 vol. Executive Papers, 1 sess. 16 Cong. 1819-'20, doc. 2, p. 25.
¶ 1 vol. Ex. Papers, 1 sess. 16 Cong. 1819, 1820, doc. 2, p. 25.

firmed and acknowledged as valid, excepting those grants which may have been made after the 24th of January last year, the date that the first proposals were made for the cession of those provinces, which shall be held null, in consideration of the grantees not having complied with the condition of the cession."*

On the 13th of February, 1819, the American Secretary offered his counter project, in which the eighth article proposed stands thus:

"All grants of land made by or in the name of his Catholic Majesty in the aforesaid territories, after the 24th of January, 1818, shall be held null, the conditions of the said grants not having been performed by the grantees. All grants made before that date by his Catholic Majesty, or by his legitimate authorities in the said territories, the conditions of which shall have been performed by the grantees according to the tenor of their respective grants, and none other, shall be confirmed, and acknowledged as valid."†

In the minute or protocol of conferences preserved by M. Hyde de Neuville, whose good offices were interposed on this occasion, the following entry will be found:

"*Article eighth.* The article cannot be varied from what is found in the Chevalier's project, as the object of the last clause therein is merely to save the honor and dignity of the sovereignty of his Catholic Majesty.

"*Note of Mr. Adams thereon.* Agreed, with the following explanation; that all grants of land which shall not be annulled by this convention, are valid to the same extent as they are binding on his Catholic Majesty.

"*Remarks of M. de Neuville.* The Secretary of State observed to me, that the federal government would, most assuredly, never entertain the idea of disturbing individuals who were vested with a *bona fide* title to their property; but, as a treaty ought not to cover fraudulent practices, so no more could be asked of the United States than could be offered by his Catholic Majesty; that, being in this case substituted for his Majesty, they would scrupulously fulfill their engagements, but that more could not be expected of them.

"The Secretary of State even proposes, if M. de Onis wishes it, that the article shall be inserted in the treaty as proposed by the minister of Spain, on condition that the above explanation shall be given in the form of a note. The federal government, unwilling to leave anything in a state of doubt or uncertainty, only wish to place on the most secure footing whatever is just and honorable, and is at the same time perfectly satisfied that his Catholic Majesty neither asks nor wishes more."‡

The eighth article was finally inserted as it at present stands, but doubts arising whether the recent large grants were effectually excluded by the words of the treaty, Mr. Adams writes to the Chevalier de Onis on the 10th March, 1818, that it was distinctly understood that the grants to Alagon, Vargas, and Puñon Rostro, were all annulled by the treaty, as much as if they had been specifically named, and that they will be so held by the United States.§

Mr. Adams, on the 14th July, 1819, submits to M. De Neuville the following observations on the eighth article: "M. De Neuville's particular attention is requested to the difference between the two projected articles, because it will recall particularly to his remembrance the point upon which the discussion concerning this article turned. By turning to the written memorandum, drawn up by M. De Neuville himself, of this discussion, he will perceive he has noted that M. De Onis insisted that this article could not be varied from what was contained in the Chevalier's project, as the object of the last clause therein was merely to save the honor and dignity of the sovereignty of his Catholic Majesty."

It was then observed by Mr. Adams, that the honor and dignity of his Catholic Majesty would be saved by recognizing the grants prior to the 24th of January, as "valid to the same extent as they were binding on his Catholic Majesty;" and he agreed to accept the article as drawn by M. De Onis, with this explanation. (See M. De Neuville's memorandum.) It was on this occasion that M. De Neuville observed, that, if the grants prior to January 24, 1818, were confirmed only to the same extent that they were binding on the King of Spain, there were many *bona fide* grantees of long standing, in actual possession of their grants, and having actually made partial settlements upon them, but who had been prevented by the extraordinary circumstances in which Spain had been situated, and the revolutions in Europe, from fulfilling all the conditions of their grants; that it would be very harsh to leave these persons liable to a forfeiture, which might, indeed, in rigor, be exacted from them, but which very certainly never would be if they had remained under the Spanish dominion. It will be remembered by M. De Neuville how earnestly he insisted upon this equitable suggestion, and how strongly he disclaimed for M. De Onis every wish or intention to cover, by a provision for such persons, any fraudulent grants. And it was then observed by M. De Neuville, that the date assumed, of 24th of January, 1818, was not sufficient for guarding against fraudulent grants, because they might be easily antedated. It was with reference to these suggestions of M. De Neuville, afterwards again strenuously urged by M. De Onis, that the article was finally modified as it now stands in the treaty, declaring all grants subsequent to 24th January, 1818, absolutely null, and those of prior date valid to the same extent only that they would have been binding on the King, but allowing to *bona fide* grantees in actual possession, and having commenced settlements, but who had been prevented by the late circumstances of the Spanish nation and the revolutions in Europe, from fulfilling *all* the conditions of their grants, time to *complete* them. It is needless to observe, that, as these incidents do not apply to either of the grants to Alagon, Puñon Rostro, or Vargas, neither of these grants is confirmed by the tenor of the article as it stands; and that it is perfectly immaterial, in that respect, whether they were dated before or after the 24th of January, 1818, it being admitted on all sides that these grants were not binding upon the King, conformably to the Spanish laws. The terms of the article accord precisely with the intentions of all the parties to the negotiation and the signature of the treaty. If the dates of the grants are subsequent to the 24th of January, 1818, they are annulled by the date; if prior to that date, they are null, because not included among the prior grants confirmed.‖

From all these documents the clear inference is, that the great subject of anxiety with our negotiator

* 1 vol. Ex. Papers, 1 sess. 16 Cong. doc. 2, p. 37.
† 1 vol. Ex. Papers, 1 sess. 16 Cong. doc. 2, p. 43.
‡ 1 vol. Ex. Papers, 1 sess. 16 Cong. doc. 2, p. 48.
§ 1 vol. Ex. Papers, 1 sess. 16 Cong. doc. 2, p. 63.
‖ Ex. Papers, 1 sess. 16 Cong. pp. 68, 69.

was the large grants to Alagon, Vargas, and Puñon Rostro. It was against them almost alone that the article was directed. The American Government, indeed, at one time, proposed to carry the date back to 1802, by which means they would have excluded the claims of Forbes, Arredondo, and others, with whose existence there is *every reason to believe* they were perfectly well acquainted. But this pretension was speedily abandoned. If there appeared a distinct declaration on the part of the American Government that the sole object of the eighth article was to exclude the grants to Alagon, Puñon Rostro, and Vargas, such declaration, it is apprehended, would be conclusive. It could no longer be deemed just or honorable to apply the question ordinary and extraordinary to other grants dated before the 24th January, 1818, with a view of extorting from them by legal subtlety something which should debar their proprietors the benefits of that very article which was framed solely to admit them, and to exclude others. Yet it is respectfully submitted that no express admission of the fact could be stronger than the implication arising from this correspondence. If, however, an explicit avowal on the part of our government will alone be received, we refer to the message of the President to Congress, in which he tells that body "it was the intention of the parties to annul these latter grants, and that clause was drawn for that express purpose, and none other."*

May we not ask whether this is the sole purpose to which it is now sought to be applied, and how far is it consistent with justice and good faith to extend the effect of the clause in question beyond what either of the parties contemplated at the time of its adoption?

The application of the common law principle, that a grant may be absolutely void where the officer issuing it had no authority, is insisted on; and it is asserted that the royal governors of the Spanish colonies had no power to make sales or donations of the public lands, except in very limited quantities, and under numerous restrictions. An inquiry into the truth of this assertion will be attempted, according to the limited means within our power; and the more readily because of the intimations thrown out by this court in the cases of Soulard and Smith.†

Every fair presumption is against these supposed limitations. Legal or constitutional restrictions upon the power of the King or his officers, according to our ideas of them, are inconsistent with the character of the Spanish monarchy. They are hardly comprehensible by a native of that country, and have been rejected, together with the constitutional monarchy, by the people of Spain. How is it possible to reconcile limitations of power with the fundamental maxim, "the will of the Prince has the force of a law?"

Portions of the royal authority, as arbitrary as that of the King himself, were entrusted to the several governors of provinces, each of whom, within the limits of his own government, was the image of his sovereign, and, in practice at least, and in popular opinion also, absolute. The only restraints upon his acts were his instructions and accountability to the King; but the royal instructions, and the *residencia*, or account of his transactions, which the governor was obliged to give, were not properly legal limitations upon his power, but rather directions for the exercise of his discretion, and securities for his good behavior.

Every nation has its own manner of securing the fidelity of its agents. Free governments are constructed upon the principle of entrusting as little power as possible, and providing against its abuse *preventively*, by all species of checks and limitations. Arbitrary ones proceed upon the principle of bestowing ample powers and extensive discretion, and guarding against their abuse by prompt and strict accountability and severe punishment. Both have been invented by mankind for purposes of mutual defence and common justice, but the pervading spirit of the one is *preventive*, of the other *vindicatory*.

How absurd would it be, then, to apply the maxims of the one government to the acts of the other. As well might we judge the life of Pythagoras by the law of the New Testament, or the philosophy of Zoroaster by that of Newton, as subject the administration of a Spanish governor to the test of magna charta, the bill of rights, the habeas corpus act, or the principles of American constitutional law.

Even the laws of the Indies, obscure, perplexed, and sometimes even unintelligible as they are, hardly reached across the ocean, and the decline of the Spanish, like that of the Roman empire, was marked by the *obsoletism* of the distant prefects.

Nor were the offices of captain general, intendant, or sub-delegate, sinecures. Entrusted with the command and defence of remote and exposed possessions—often reduced to the greatest extremities for the want of money and supplies—neglected by the feeble government of the mother country—they were yet expected to guard the colony, and execute the most rigorous system of monopoly, amid greedy neighbors and an impoverished people. They were frequently obliged to create their own resources; and some idea of their difficulties, and the devotion and address which surmounted them, may be formed by remembering how long the able but cruel Morilla protracted a desperate warfare, amid every species of distress and destitution.

Their first duty was to preserve his Catholic Majesty's province, committed to their care; and if they did it, and could only do it by some invasions of the fisc, or dilapidations of the royal domain, does it lie with us to complain of their fidelity to him, and vitiate those titles which were devised from a law above all other—necessity?‡

Extract from an opinion of Chief Justice Marshall, in Percheman's case.—7 Peters' Rep.

Florida was a colony of Spain, the acquisition of which, by the United States, was extremely desirable. It was ceded by a treaty concluded between the two powers at Washington, on the 22d day of February, 1819.

The 2d article contains the cession, and enumerates its objects. The 8th contains stipulations respecting the titles to lands in the ceded territory.

It may not be unworthy of remark, that it is very unusual, even in cases of conquest, for the conqueror to do more than to displace the sovereign, and assume dominion over the country. The modern usage of nations, which has become law, would be violated; that sense of justice and of right which is acknowledged and felt by the whole civilized world would be outraged, if private property should be generally confiscated, and private rights annulled. The people change their allegiance, their relation to

* 1 vol. Ex. Papers, 1 sess. 16 Cong. 1819–'20, doc. 2, p. 5.
† 4 Peters' Reports.
‡ Vide White's Land Laws, 235. 7 vol. Ex. Doc. p. 2, 1824–5. Also, MS. extracts from Col. McKee's correspondence. See, also, the letter of Gov. Chester to the Earl of Dartmouth. MS. Letter-book, West Florida, 18th Nov., 1775, p. 34.

their ancient sovereign is dissolved, but their relations to each other, and their rights of property remain undisturbed. If this be the modern rule even in cases of conquest, who can doubt its application to the case of an amicable cession of territory? Had Florida changed its sovereign by an act containing no stipulation respecting the property of individuals, the right of property in all those who became subjects or citizens of the new government would have been unaffected by the change. It would have remained the same as under the ancient sovereign. The language of the 2d article conforms to this general principle: "His Catholic Majesty cedes to the United States, in full property and sovereignty, all the territories which belong to him, situated to the eastward of the Mississippi, by the name of East and West Florida." A cession of territory is never understood to be a cession of the property belonging to its inhabitants. The King cedes that only which belonged to him. Lands he had previously granted were not his to cede. Neither party could so understand the cession. Neither party could consider itself as attempting a wrong to individuals condemned by the practice of the whole civilized world. The cession of a territory by its name, from one sovereign to another, conveying the compound idea of surrendering, at the same time, the lands and the people who inhabit them, would be necessarily understood to pass the sovereignty only, and not to interfere with private property. If this could be doubted, the doubt would be removed by the particular enumeration which follows: "The adjacent islands dependent on said provinces, all public lots and squares, vacant lands, public edifices, fortifications, barracks, and other buildings which are not private property, archives and documents which relate directly to the property and sovereignty of the said provinces, are included in this article."

This special enumeration could not have been made, had the first clause of the article been supposed to pass, not only the objects thus enumerated, but private property also. The grant of buildings could not have been limited by the words "which are not private property," had private property been included in the cession of the territory.

This state of things ought to be kept in view when we construe the 8th article of the treaty, and the acts which have been passed by Congress for the ascertainment and adjustment of titles acquired under the Spanish government. That article, in the English part of it, is in these words: "All the grants of land made before the 24th January, 1818, by his Catholic Majesty, or by his lawful authorities in the said territories, ceded by his Majesty to the United States, shall be ratified and confirmed to the persons in possession of the lands, to the same extent that the same grants would be valid if the territories had remained under the dominion of his Catholic Majesty."

This article is apparently introduced on the part of Spain, and must be intended to stipulate expressly for that security to private property which the laws and usages of nations would, without express stipulation, have conferred. No construction which would impair that security further than its positive words require, would seem to be admissible. Without it, the titles of individuals would remain as valid under the new government as they were under the old, and those titles, so far at least as they were consummated, might be asserted in the courts of the United States, independently of this article.

The treaty was drawn up in the Spanish as well as in the English language. Both are originals, and were unquestionably intended by the parties to be identical. The Spanish has been translated, and we now understand that the article, as expressed in that language, is, that the grants "shall remain ratified and confirmed to the persons in possession of them to the same extent," &c.; thus conforming exactly to the universally received doctrine of the law of nations. If the English and the Spanish parts can, without violence, be made to agree, that construction which establishes this conformity ought to prevail. If, as we think must be admitted, the security of private property was intended by the parties, if this security would have been complete without the article, the United States could have no motive for insisting on the interposition of government, in order to give validity to titles which, according to the usages of the civilized world, were already valid. No violence is done to the language of the treaty by a construction which conforms the English and Spanish to each other; although the words "shall be ratified and confirmed," are properly the words of contract stipulating for some future legislative act, they are not necessarily so. They may import that they "shall be ratified and confirmed" by force of the instrument itself. When we observe that in the counterpart of the same treaty, executed at the same time by the same parties, they are used in this sense, we think the construction proper, if not unavoidable.

In the case of Foster vs. Elam, 2 Pet., 253, this court considered these words as importing contracts. The Spanish part of the treaty was not then brought to our view, and we then supposed that there was no variance between them. We did not suppose that there was even a formal difference of expression in the same instrument, drawn up in the language of each party. Had this circumstance been known, we believe it would have produced the construction which we now give to the article.

This understanding of the article must enter into our construction of the acts of Congress on the subject.

The United States had acquired a territory containing near thirty millions of acres, of which about three millions had probably been granted to individuals. The demands of the Treasury, and the settlement of the territory, required that the vacant lands should be brought into the market, for which purpose the operations of the land office were to be extended into Florida. The necessity of distinguishing the vacant from the appropriated lands was obvious, and this could be effected only by adopting means to search out and ascertain pre-existing titles. This seems to have been the object of the first legislation of Congress.

On the eighth of May, 1822, an act was passed "for ascertaining claims and titles to land within the Territory of Florida."

The first section directs the appointment of commissioners, *for the purpose of ascertaining* the claims and titles to lands within the Territory of Florida, as acquired by the treaty of the 22d of February, 1819.

It would seem from the title of the act, and from this declaratory section, that the object for which these commissioners were appointed was the ascertainment of these claims and titles. That they constituted a board of inquiry, not a court exercising judicial power, and deciding finally on titles. By the act "for the establishment of a territorial government in Florida," previously passed at the same session, superior courts had been established in East and West Florida, whose jurisdiction extended to the trial of civil causes between individuals. These commissioners seem to have been appointed for the special purpose of procuring promptly, for Congress, that information which was required for the immediate operations of the land office. In pursuance of this idea, the 2d section directs that all the proceedings of the commissioners, the claims admitted, with those rejected, and the reason of their admission and rejection,

be recorded in a well bound book, and forwarded the Secretary of the Treasury, to be submitted to Congress. To this desire for immediate information we must ascribe the short duration of the board. Their session for East Florida was to terminate on the last of June in the succeeding year; but any claim not filed previous to the 31st of May in that year, to be void, and of none effect.

These provisions show the solicitude of Congress to obtain, with the utmost celerity, that information which ought to be preliminary to the sale of the public lands. The provision that claims not filed with the commissioners previous to the 30th of June, 1823, should be void, can mean only that they should be held so by the commissioners, and not allowed by them. Their power should not extend to claims filed afterwards. It is impossible to suppose that Congress intended to forfeit real titles not exhibited to their commissioners within so short a period.

No. 2.—*Extract from the opinion of the Supreme Court in the case of Arredondo.*

"It became then all important to ascertain what was granted by what was excepted. The King of Spain was the grantor, the treaty was his deed; the exception was made by him, and its nature and effect depended on his intention, expressed by his words in reference to the thing granted, and the thing refused, and excepted in and by the grant. The Spanish version was in his words, and expressed his intention; and, though the American version showed the intention of this government to be different, we cannot adopt it as the rule by which to decide what was granted, what excepted, and what reserved; the rules of law are too clear to be mistaken, and too imperative to be disregarded by this court. We must be governed by the clearly expressed and manifest intention of the *grantor*, and not the *grantee in private, a fortiori*, in *public grants*. That we might not be mistaken in the intention or in the true meaning of Spanish words, two dictionaries were consulted, one of them printed in Madrid; and two translations were made of the 8th article, each by competent judges of Spanish, and both agreeing with each other, and the translation of each agreeing with the definition of the dictionaries. 'Quedaran,' in Spanish, correctly translated, means 'shall remain;' the verb, '*quedar*,' in French, '*rester*;' Latin, '*manere*,' '*remanere*;' and English '*remain*,' in the present tense. In the English original the words are 'shall be,' words in the future. The difference is all important as to all Spanish grants. If the words of the treaty were, that all the grants of land 'shall remain confirmed,' then the United States, by accepting the cession, could assert no claim to these lands thus expressly accepted. The proprietors could bring suits to recover them without any action of Congress, and any question arising would be purely a judicial one. 'Shall be ratified,' makes it necessary that there should be a law ratifying them, or authorizing a suit to be brought; otherwise the question would be a political one, not cognizable by this court, as was decided in Foster and Elam *vs.* Nelson.

"But, aside from this consideration, we find the words used in the Spanish sense as to the grants made after the 24th January, 1818, which are, by the same article in English, '*hereby declared and decreed to be null and void*.' The ratification is in Spanish and English. The Spanish words in the Spanish version are '*quedado*' and '*quedan*,' in reference to the annulled grants; the English are, '*have remained*,' '*do remain*.' The principles of justice, and the rules of both law and equity, are too obvious not to require that, in deciding on the effect and legal operation of this article of the treaty by the declared and manifested intention to the King, the meaning of Spanish words should be the same in confirming as in annulling grants. A regard to the honor and justice of a great republic alike forbid the imputation of a desire that its legislation should be so construed, and its laws so administered, that the same word should refer to the future as to confirming, and to the present in annulling grants, in the same article of the same treaty.

"For these reasons, and in this connection, we consider that the grants were confirmed and annulled, respectively, simultaneously with the ratification and confirmation of the treaty; and that, when the territory was ceded, the United States had no right in any of the lands embraced in the confirmed grants."

No. 3.

FOREIGN OFFICE, *Department of Archives, Paris, October* 11, 1833.

SIR: I have the honor to enclose to you the documents which Mr. Mignet had caused to be prepared for you before his departure; and I shall feel obliged by your acknowledging their receipt.

I have the honor to be, sir, your obedient, humble servant,

CTE. DE HAUTERIVE.

To Hon. JOSEPH M. WHITE.

Information relative to the limits of Louisiana, on the borders of the Floridas, communicated to Mr. White, member of the House of Representatives of the United States.

At the peace of the 3d November, 1762, between France and England, France ceded by the 6th article of the preliminary treaty of the same day, ratified by the three powers, of the 12th, 13th, and 14th of the same month, part of Louisiana to England.

This article is expressed thus:

"In order to establish the peace on a solid and durable foundation, and to prevent any pretext of dispute respecting the limits of the French and British territories on the continent of America, it is agreed, that in future the boundary between the possessions of his Most Christian Majesty and those of his Britannic Majesty in this part of the world shall be irrevocably fixed, by a line drawn in the middle of the river Mississippi, from its source, unto the river Iberville, and thence by a line along the middle of that river, and of the lakes Maurepas and Ponchartrain, to the sea; and for this purpose his Most Christian Majesty cedes and guarantees the cession to his Britannic Majesty of the river and port of Mobile, as well as all which his said Christian Majesty does or may possess on the left of the river Mississippi,

with the exception of the city of New Orleans, and of the island on which it is situated, which shall still appertain to France; and it is clearly understood and agreed, that the navigation of the river Mississippi shall be equally free to the subjects of his Britannic Majesty as to those of France, both as respects the total breadth and length of the said river, from its source to the sea, and especially that part which is between the island of New Orleans and the right bank of the river, as well as the entrance and exit by its mouth."

This article was confirmed by the 7th article of the definitive treaty of the 10th February, 1763, signed at Paris by the plenipotentiaries of the three powers, and to which Portugal acceded.

On the same day on which the preliminary treaty of the 3d November, 1762, was concluded, France ceded to Spain, by a secret act of cession, that part of Louisiana which she still possessed: as follows is the tenor of this act of cession:

"His Christian Majesty, being firmly resolved to strengthen and perpetuate the bonds of intimate friendship which unite him to the Catholic King, his cousin, intends to act conformably in all and every respect with his Catholic Majesty, in a perfect uniformity of principles, as to the renown of each of their houses, and the reciprocal interest of their monarchies.

"With this view, his Most Christian Majesty, truly sensible of the sacrifices which his Most Catholic Majesty has generously made to assist him in establishing peace, wishes, on this occasion, to give him proof of the lively interest which he takes in meeting his views and rendering service to his crown.

"And to this effect his Most Christian Majesty has authorized the Duke of Choiseul, his minister, to deliver in the most authentic form to the Marquis of Grimaldi, ambassador extraordinary of his Catholic Majesty, an act, by which his Most Christian Majesty yields and cedes all property, totally, simply, and without any exception, in all the country known by the name of Louisiana, as well as New Orleans, and the island in which it is situated, to his Catholic Majesty and his successors in perpetuity.

"But the Marquis of Grimaldi, not being sufficiently exactly informed of the intentions of his Catholic Majesty, does not feel himself authorized to accept the said cession otherwise than conditionally and *sub spe rati*, until the arrival of the orders of the King, his master, which, if they are conformable with the desires of his Most Christian Majesty, as he hopes they may be, will be immediately followed by the formal and authentic act of cession in question, in which will be mentioned the suitable mode and time for the evacuation of Louisiana and New Orleans by the subjects of his Most Christian Majesty, and for the occupation of the said country and city, by the subjects of his Most Catholic Majesty.

"In faith whereof, we, the respective ministers, have signed the present preliminary act, and affixed to it the seal of our arms.

"Given at Fontainbleau, November 3d, 1762.

"LE DUC DE CHOISEUL. [L. S.]
"LE MARQUIS OF GRIMALDI." [L. S.]

The King of Spain accepted this cession by an act of the 13th November, of the same year, but the delivery was delayed until the 21st April, 1764.

After that period, Louisiana, as possessed by France before 1762, became divided into two parts. The one which was ceded to England, and which extended to the east from the line of the Mississippi, of the river Iberville, and of the lakes Maurepas and Pontchartrain to *Rio Perdido*, formed Western Florida; that only which was ceded to Spain preserved the name of Louisiana.

In the war of 1779 Spain conquered Western Florida of England, which power ceded it to her by the 5th article of the treaty of Versailles of the 3d September, 1783, abandoning also to her East Florida.

At the close of this treaty, Spain possessed both parts of ancient Louisiana; the one to the west of the line of the Mississippi, of the river of Iberville, of the lakes Maurepas and Pontchartrain, from the cession of France, the other to the east of that line from the part of England; the first in virtue of the act of cession of the 3d November, 1762, the second in virtue of the treaty of September 3d, 1783.

Such was the state of things in Vendimaire, an. 9, (September, 1800,) at which time, when Spain ceded back Louisiana to France, the act of retrocession was preceded by protracted negotiations. From the year 4 (1796) the ambassador of the French republic at Madrid, citizen Perignon, was instructed to sound the Spanish government on this subject.

That government appeared to enter into the views of France by seeking an increase of territory in Italy for the Duke of Parma. The price of this aggrandizement was to be the cession of Louisiana and Western Florida. The minister of foreign affairs, Delacroix, considered the negotiation sufficiently advanced in the 14th Messidor, (5th year Fr. Indep.) to write to General Bonaparte, that the Directoriat had sent full powers to citizen Perignon to conclude a treaty with the Spanish government. "This treaty," he said, "ought to have as basis the cession of Louisiana and of West Florida to the republic, upon the supposition that events permit the French government to procure for the Duke of Parma an augmentation of territory, such as Romagna or any other part."

But this project did not succeed. Subsequently, in the year 8, General Berthier was constituted envoy extraordinary to Madrid, to resume the same negotiation.

In exchange for the aggrandizement of territory for the Infanta, Duke of Parma, he demanded, according to the express instructions of the Consular government, the cession of Louisiana and the two Floridas. But to these propositions he did not find the Spanish government disposed.

"The answer of the King [he said in his dispatches of the 25th Fructidor, an. 8,] to the minister of foreign affairs of France was, that he would perform the promise which he had given for the retrocession of Louisiana, as it had been ceded by the treaty of 1763; that he would never consent to cede the Floridas, and that he was surprised that, after having yielded that which was so long solicited, new demands should be made upon him." The endeavors of the French government to obtain the Floridas were fruitless, and it accepted the cession of Louisiana alone, as proposed by the Spanish government.

This was the basis of the treaty of the 9th Vendimaire, an. 9, (1st October, 1800.) Article 3 of this treaty, relative to Louisiana, was conceived in these terms: "His Most Catholic Majesty promises and engages, on his part, to retrocede to the French republic, six months after the full and entire execution of the conditions and stipulations before mentioned, relative to his Royal Highness the Duke of Parma, the colony or province of Louisiana, with the same extent which it had when France possessed it, and such as it ought to be, according to the treaties entered into subsequently between Spain and other States."

The retrocession of Louisiana having been made in time of war, and General Berthier having written

to his government on the 25th Fructidor, an. 8, at the time of the negotiation, that the Spanish minister, Mr. Urquejo, had *allowed him to understand that, at a general peace, the King might cede half of West Florida, situated between the left bank of the Mississippi and the river Mobile,* General Beurnonville was commissioned to this new negotiation after the peace of Amiens. As follows were the instructions given to this effect in Vendimaire, an. 11: "The most important affair with which you will occupy yourself is to facilitate this last delivery, which ought to take place before the end of the season, by obtaining from the Spanish government, that it give to the governor of Louisiana, if not already done, specific orders to deliver it to the captain general which the Consul sends there. * * * The retrocession made by Spain only extends from the east to the Mississippi: but the Secretary of State, M. Urquejo, had given hopes to General Bertrand, chargé of this negotiation, and who insisted on the cession of one of the Floridas, that, at the general peace, he did not doubt that the King would consent to cede all that part of the Floridas which extends to Mobile, if the Premier Consul asked for it.

"The difficulties which Spain afterwards threw in the way of completing the cession of Louisiana caused the French government to think, hitherto, that the moment was not yet arrived to ask an extension of territory; but peace has placed France in such a favorable position, that it does not seem necessary to adjourn any longer the necessary steps to obtain the aggrandizement with which the minister of the King of Spain flattered the French chargé d'affaires. The part of Florida which you have to lay claim to, belonged to France before the peace of 1763. It is evident she wishes to reäcquire this former possession, where there are, doubtless, a great number of French families."

General Beurnonville received full powers to negotiate the exchange of the two Floridas in return for the duchy of Parma, which was to be ceded by France to his Catholic Majesty, and to be added to the kingdom of Etruria. He even took with him a plan of a treaty, composed the 26th Vendimaire by the Premier Consul, and of which the following were the dispositions relative to this exchange:

"Art. 1. The duchy of Parma, acquired by France by the treaty of Aranjuez of the 3d Ventose, an. 9, (21st March, 1801,) are ceded to his Catholic Majesty, to be reünited to the kingdom of Etruria.

"Art. 2. The middle of the Po, from the northeast extremity of the department of Marengo, to the confluence of the Lenza, and the middle of the latter river, from its source to its mouth, shall be the boundaries between the Italian republic and the territory ceded by the preceding article. Their western limit shall be rectified in the most suitable manner to protect the respective frontiers, and to ensure the efficacy of the custom houses.

"Art. 3. The duchy and dependencies of Parma shall unreservedly follow the fate of the kingdom of Etruria, of which they become an integral part. They cannot be separated from it to become settled on any branch of the reigning family; and Spain will exercise in the same manner and in the same circumstances, the rights of property and of eventual succession which are guaranteed to it in the kingdom of Etruria by the 7th article of the treaty of Aranjuez, heretofore mentioned.

"Art. 4. Spain, in compensation for the advantages guaranteed to her by the present treaty, retrocedes to France the river and port of Mobile, and the territory which belonged to it before 1763, to the west of that river only, from the most northern point of the thirty-first degree of north latitude, to the river of Iberville and the gulf of Mexico. Further, she cedes to France the other part of West Florida, and all East Florida, with the rivers, lakes, ports, bays, isles, and straits, dependent on each several territory, and extending to the north unto the line of demarcation traced in article 2 of the treaty of friendship, of limits, and of navigation, concluded the 27th October, 1795, between his Catholic Majesty and the United States of America."

Conformably to his instructions, General Beurnonville negotiated during several months for the exchange of the Floridas for the duchy of Parma; but this new negotiation did not produce any result. Spain kept the Floridas, and the impending rupture of the treaty of Amiens induced the French government to transfer Louisiana to the United States. This cession was effected by the treaty of the 30th April, 1803. By the 1st article of this treaty, France ceded to the United States the territory of Louisiana, as it was received of Spain in 1800. "As it is said in this article, that by the article 3 of the treaty concluded at St. Ildefonso the, 9 Vendimaire, an. 9, (1st October, 1800,) between the Premier Consul of the French republic and his Catholic Majesty, as follows, was agreed on:

"His Catholic Majesty promises and engages, on his part, to retrocede to the French republic, six months after the full and entire execution of the conditions and stipulations before mentioned, relative to his Royal Highness the Duke of Parma, the colony or province of Louisiana, with the same extent which it has at present under the Spanish dominion, and which it had when France possessed it, and as it ought to be, according to the treaties passed subsequently between Spain and other powers.

"And, as in consequence of said treaty, and especially of the said article 3, the French republic has an incontestible title to the domain and possession of the said territory, the Premier Consul of the French republic, wishing to give an especial mark of his friendship to the said United States, cedes to them, in the name of the French republic, for ever, the full sovereignty of the said territory, with all its rights and appurtenances, as in the same manner as they were acquired by the French republic, in virtue of the foregoing treaty, concluded with his Catholic Majesty." (Translated from the original English, by Martens, supplement, tome 3, page 466.)

The territory acquired by the United States, shall not exceed the left bank of the Mississippi, and does not comprehend Western Florida.

In fact, France having only acquired from Spain, by the treaty of retrocession of 1800, that part of ancient Louisiana which she ceded to her by the secret act of 1762, could only cede to the United States in 1803 that which she had received in 1800.

If Western Florida, or that part of ancient Louisiana which extends from the left bank of the Mississippi to the Rio Perdido, had also been ceded to France by Spain, in 1800, the treaty of St. Ildefonso would have mentioned it, because France did expressly claim it in the negotiations preceding this treaty.

The French government did not consider that it acquired more than the Spanish government considered that it ceded, because, two years after the cession of Louisiana, it negotiated for the exchange of the Floridas, for the duchy of Parma. It was therefore Louisiana, with the borders she had after 1762, which was ceded by France to Spain in 1800, and transferred by France to the United States in 1803.

The federal government itself considered this question in the same point of view. It did separate Western Florida from Louisiana, and it has recognized the rights of Spain to it; as follows are several proofs of this:

1st. In 1795, by article 2 of the treaty of the 27th October, between the United States and Spain the federal government acknowledged that the limits of Western Florida began at the Mississippi, and did not mix it up with Louisiana.

2d. The 4th Ventose, an. 11, more than two years after the retrocession of Louisiana to France, and some months before its acquisition by the United States, Mr. Livingston, their minister plenipotentiary at Paris, maintained in a note addressed to the Premier Consul, this distinction between West Florida and Louisiana, and appeared persuaded that Louisiana alone had been ceded to France. "If the officers," said he, "empowered to take possession, have not express orders to respect the rights of navigation and of entrepot, which the United States claim, I must particularly solicit a treaty, which, in acknowledging the rights of the United States, shall explain the conditions on which Spain has ceded Louisiana to France;" if to all this, citizen Consul, you would add voluntarily, and as a mark of your consideration, that in the case of the cession of the Floridas to France, the citizens of the United States shall enjoy the free passage of the rivers Mobile and Pensacola, with the right of entrepot at their mouths, this act, useful to the commerce of France, would be gratefully acknowledged by the Americans, and would much strengthen the bonds of friendship between the two allied nations.

3d. The 30th Floreal, an. 11, (19th May, 1803,) twenty days after the treaty of cession of Louisiana to the United States, Mr. Monroe, one of the plenipotentiaries of the federal government, and whose signature was affixed to the treaty, was so far from believing that ancient Louisiana, comprising actual Louisiana and West Florida, had been acquired by the United States, that he requested the good offices of the French government with the Spanish government, to negotiate the acquisition of the Floridas. "Citizen minister," [he addressed the minister of foreign affairs in France] "as some months will elapse before we can receive the decision and commands of our government, respecting the treaty and conventions which we had the honor to conclude with Mr. Marbois, under your ministry, I consider it my duty to pursue, in the interval, the remaining objects of my mission, which are now to be arranged with his Catholic Majesty the King of Spain; with that view I propose to set out, as soon as circumstances will permit, to Madrid, which I flatter myself will be practicable in the course of the next week. In the happy conclusion of our negotiation with your government, a sentiment which I am persuaded will be cherished by both nations of the result, Mr. Marbois promised, on the part of the First Consul, his friendly intercession and support *of our negotiation with his Majesty for the Floridas.* Permit me to invite your attention to that subject, and to request that you will be so obliging as to furnish me such aid, either by instructions to your ambassador at the court of Madrid, or in such other mode as may be deemed most suitable to the character of the powers interested, be best calculated to promote success in the object desired, and to manifest the very friendly disposition of the First Consul to the United States, of which I entertain the most perfect confidence. I beg you, citizen minister, to accept the assurance of my high consideration and esteem.

"JAMES MONROE."

4th. Lastly, the 22d February, 1829, the federal government acknowledged the rights of Spain to West Florida, by accepting the two Floridas from the Spanish government, by article 2 of the treaty signed at Washington, between the King of Spain and the United States. "His Catholic Majesty," says this article, "cedes to the United States, in full property and sovereignty, all the territories which belong to him, situated to the eastward of the Mississippi, known by the name of East and West Florida."

It is true that in the interval which elapsed between the two treaties of 1803 and 1819, the United States laid claim to West Florida in virtue of the treaty of 1803. But France, whose testimony was often appealed to by the federal government and the Spanish government, on this question, acknowledged always the rights of Spain, and condemned the claims of the United States. As follows were the expressions of the minister of foreign affairs of the imperial government respecting the interpretation of the treaty of 1803, in the instructions given the 1st Germinal an. 13 (1st April, 1805,) to Mr. Desfoyes, commissioner of commercial relations, at New Orleans: "Louisiana was ceded to the Americans as France received it from Spain; the rights of the new possessor are the same as those we acquired, and his Imperial Majesty, in declaring, conformably to the treaty, what was its extent and the bounds of his pretensions, thereby declares the extent of the pretensions the Americans have a right to elevate. The United States claim to have acquired with Louisiana a part of the Floridas, but this claim is not expressed in any treaty, and is contrary to all those which have been concluded. France, who ceded to Spain in 1763, only the territory situated to the west of the Mississippi and of the river Iberville, has only obtained from Spain in Vendemaire, an. 9, a retrocession, the extent of which is necessarily measured or bounded by the cession which she made. She did not cede in an. 11 any other territory to the United States: she did not acknowledge of the claims which they laid to the possession of part of the Floridas in virtue of the same treaty. His Imperial Majesty having authorized me to make this formal declaration to the ministers plenipotentiaries of the federal government, it is in this sense that I have continually expressed myself to them, whether verbally or in my official notes. The court of Madrid has received the same declarations from his Imperial Majesty. You may, therefore, sir, express yourself in the same sense on any occasion on which you may be consulted in the discussions of the United States and Spain, relative to the eastern limits of Louisiana."

The French government expressed, continually, the same opinion, during the discussions between the United States and Spain, relative to the possession of Florida.

The aforementioned documents prove as follows: "That in 1762, Louisiana was divided into two parts; the one situated on the east of the Mississippi was ceded to England, and became Western Florida; the other, situated on the west of the Mississippi, was ceded to Spain, and alone preserved the name of Louisiana.

That in 1800 Spain, in retroceding Louisiana to France, only gave up new Louisiana, limited by the left bank of the Mississippi, and not ancient Louisiana, extending to Rio Perdido, because she would not alienate to her West Florida, which comprehended that part of ancient Louisiana.

That in 1802 France, after having exchanged with Spain the kingdom of Etruria for Louisiana, proposed to exchange the duchy of Parma for Eastern and Western Floridas; but this negotiation proved fruitless.

That in 1803 France transferred to the United States that which she had received of Spain, that is, Louisiana only.

That in 1803 the government of the United States did not consider that it acquired West Florida by acquiring Louisiana; for, immediately after the treaty of the 10 Floreal, an. 11, she desired to enter into a negotiation with Spain respecting the Floridas.

That in 1819 it recognized the rights of the Spanish government to West Florida, by receiving it of her by treaty.

That, therefore, whether according to the terms of treaties, or according to the uniform interpretation which has been given them, the limits of Louisiana, which extended before 1762 to Rio Perdido, have never extended, since that period, beyond the left bank of the Mississippi, and have been constantly formed by the line of this river, of the river of Iberville, of the lakes of Maurepas and Pontchartrain, on the side of the Floridas.

[Seal of the French Foreign Office.] Given at Paris, the 20th August, 1833, according to the original documents preserved in the archives of foreign affairs of France; and the foregoing extracts are hereby certified to be accurate.

For and by the authorization of the minister, the counselor of state, director of the archives and chancelerey.

(Signed) MIGNET.

The above signature accredited by the French minister in due form.

No. 4.—*Preliminary and secret treaty between the French republic and his Catholic Majesty the King of Spain, relating to the aggrandizement of his Royal Highness the Infant Duke of Parma, in Italy, and to the recession of Louisiana.*

His Catholic Majesty having always manifested the most anxious desire to procure for his Royal Highness the Duke of Parma, an aggrandizement which might place him on a footing corresponding with his dignity; and the French republic having long since given to his Catholic Majesty the King of Spain to understand the desire which they feel to recover possession of the colony of Louisiana, both governments having interchanged their views upon these two subjects of common interest, and circumstances permitting them to enter into engagements in this particular which, as far as it depends on them, may assure reciprocal satisfaction, have authorized for this purpose, that is to say, the French republic, the citizen Alexander Berthier, general-in-chief; and his Catholic Majesty, Don Mariano Luis de Urquijo, chevalier of the Order of Charles III. and of St. John of Jerusalem, counselor of state, his envoy extraordinary and plenipotentiary, near the Batavian republic, and his provisional first secretary of state; who, after having exchanged their powers, have agreed, saving the ratification, upon the following articles:

Article 1. The French republic engages to procure for his Royal Highness the Infant Duke of Parma an augmentation of territory, which shall raise the population of his estates to one million of inhabitants, with the title of King, and all the rights annexed to the royal dignity; and to this effect the French republic engages to obtain the consent of his Majesty the Emperor and King, and of the other States interested, so that his Royal Highness the Infant Duke of Parma may, without opposition, enter into possession of said territories at the time of the confirmation of the peace between the French republic and his Imperial Majesty.

Article 2. The augmentation to be given to his Royal Highness the Duke of Parma may consist of Tuscany, in case the present negotiations of the French government with his Imperial Majesty shall permit them to dispose of that country, or of the three Roman ecclesiastical provinces, or any other continental provinces of Italy, that may form a rounded estate.

Article 3. His Catholic Majesty promises and engages on his part to recede to the French republic, six months after the full and entire execution of the conditions and stipulations herein expressed, relative to his Royal Highness the Duke of Parma, the colony or province of Louisiana, *with the same extent that it now has in the lands of Spain, and had while in the possession of France, and such as it ought to be in conformity with the treaties subsequently concluded* between Spain and other States.

Article 4. His Catholic Majesty will give the necessary orders for the occupation of Louisiana by France the moment the estates designed for his aggrandizement shall be placed in the hands of his Royal Highness the Duke of Parma. The French may, according to its convenience, defer the taking possession; and when this is to be done, the States directly or indirectly interested shall agree upon the ulterior conditions which their common interests, and that of their inhabitants, may demand.

Article 5. His Catholic Majesty engages to deliver to the French republic, in the ports of Spain, in Europe, one month after the execution of the stipulation with regard to the Duke of Parma, six ships of war, in good condition, of seventy-four guns, armed and equipped, and in a state to receive the French crews and supplies.

Article 6. The stipulations of the present treaty having no prejudicial object, but on the contrary preserving untouched the rights of every one, it is not to be presumed they can excite the suspicions of any power. But if the contrary should happen, and the result of their execution should be that the two estates are attacked or threatened, both powers engage to make common cause, as well to repel aggression, as also to take those conciliatory measures proper to maintain peace with all their neighbors.

Article 7. The obligations contained in the present treaty in nothing annul those which are expressed in the treaty of alliance signed at St. Ildefonso, on the 2d Fructidor, year 4 (18th August, 1796); on the contrary, they unite with new ties the interests of the two powers, and confirm the stipulations of the treaty of alliance in all the cases to which they can be applied.

Article 8. The ratifications of the present preliminary articles shall be completed and exchanged in the period of one month, or sooner if possible, counting from the date of the signing of the present treaty.

In faith of which, we, the undersigned ministers plenipotentiary of the French republic and of his Catholic Majesty, by virtue of our respective powers, have signed the present preliminary articles, and have affixed our seals.

Done at St. Ildefonso, the 9th Vendimaire, 9th year of the French republic, (1st October, 1800.)

(Signed) ALEXANDER BERTHIER.

(Signed) MARIANO LUIS DE URQUIJO.

No. 5.—*Mr. Talleyrand to Mr. Monroe: dated*

PARIS, *December* 21, 1804.

SIR: I had the honor in Brumaire last, to inform Mr. Livingston that I would submit to the inspection of his Imperial Majesty the letters which he addressed to me, relative to the motives of Mr. Monroe's journey to Spain, and some discussions between the court of Madrid and the United States.

Among the observations made on this subject by Messrs. Livingston and Monroe, his Imperial Majesty has been obliged to give particular attention to those bearing on the discussions of which the object is peculiarly interesting to the French government. He has perceived that he could not be a stranger to the examination of these discussions, since they grew out of the treaty by which France has ceded Louisiana to the United States; and his Majesty has thought that an explanation, made with that fidelity which characterizes him, on the eastern boundaries of the ceded territory, would put an end to the differences to which the cession has given rise.

France, in giving up Louisiana to the United States, transferred to them all the right over that colony which she had acquired from Spain. She could not, nor did she wish to cede any other; and that no room might be left for doubt in this respect, she repeated, in her treaty of 30th April, 1803, the literal expressions of the treaty of St. Ildefonso, by which she had acquired that colony two years before.

Now, it was stipulated in her treaty of the year 1801, that the acquisition of Louisiana by France was a *retrocession;* that is to say, that Spain restored to France what she had received from her in 1762. At that period, she had received the territory bounded on the east by the Mississippi, the river Iberville, the lakes Maurapas and Pontchartrain, the same day France ceded to England, by the preliminaries of peace, all the territory to the eastward. Of this Spain had received no part, and could therefore give back none to France.

All the territory lying to the eastward of the Mississippi and the river Iberville, and south of the thirty-second degree of north latitude, bears the name of Florida. It has been constantly designated in that way during the time that Spain held it; it bears the same name in the treaty of limits between Spain and the United States, and, in different notes of Mr. Livingston, of a later date than the treaty of retrocession, in which the name of Louisiana is given to the territory on the west side of the Mississippi, of Florida to that on the east side of it. According to this designation, thus consecrated by time, and even prior to the period when Spain began to possess the whole territory between the thirty-first degree, the Mississippi, and the sea, this country ought, in good faith and justice, to be distinguished from Louisiana.

Your excellency knows, that before the preliminaries of 1762, confirmed by the treaty of 1763, the French possessions situated near the Mississippi extended as far from the east of this river, towards the Ohio and the Illinois, as in the quarters of the Mobile; and you must think it as unnatural, after all the changes of sovereignty which that part of America has undergone, to give the name of Louisiana to the district of Mobile as to the territory more to the north, on the same bank of the river which formerly belonged to France.

These observations surely will be sufficient to dispel every kind of doubt with regard to the retrocession made by Spain to France in the month of Vendimaire, year 9. It was under this impression that the French and the Spanish plenipotentiaries negotiated; and it was under this impression that I have since had occasion to give the necessary explanations when a project was formed to take possession of it. I have laid before his Imperial Majesty the negotiations of Madrid, which preceded the treaty of 1801; and his Majesty is convinced that, during the whole course of these negotiations, the Spanish government has constantly refused to cede any part of the Floridas, even from the Mississippi to the Mobile.

His Imperial Majesty has moreover authorized me to declare to you, that at the beginning of the year 11, General Beurnonville was charged to open a new negotiation with Spain for the acquisition of the Floridas. This project, which has not been followed by any treaty, is an evident proof that France had not acquired by the treaty retroceding Louisiana the country east of the Mississippi.

The candor of these observations proves to you, sir, how much value his Majesty attaches to the maintenance of a good understanding between two powers, to whom France is united by connections so intimate and so numerous. His Majesty, called upon to give explanations on a question which interested France, directly persuades himself that they will leave no ground of misunderstanding between the United States and Spain; and that these two powers, animated as they ought to be by the sentiments of friendship, which their vicinity and their position renders so necessary, will be able to agree with the same facility on the other subjects of their discussion.

This result his Imperial Majesty will learn with real interest. He saw with pain the United States commence their differences with Spain in an unusual manner, and conduct themselves towards the Floridas by acts of violence; which, not being founded in right, could have no other effect but to injure its lawful owners. Such an aggression gave the more surprise to his Majesty, because the United States seemed in this measure to avail themselves of their treaty with France as an authority for their proceeding; and because he could scarcely reconcile with the just opinion which he entertains of the wisdom and fidelity of the federal government, a course of proceedings which nothing can authorize towards a power which has long occupied, and still occupies, one of the first ranks in Europe.

But the federal government having entered the path of negotiation, and the question which divided the two powers being cleared up, there is reason to hope that they will easily agree on the other points; and this his Majesty, from the sincere interest which he feels for the equal prosperity of the two nations, ardently desires.

Accept, sir, &c., CH. MAN. TALLEYRAND.

No. 6.—*Extract from the royal order of the King of Spain for the delivery of the province of Louisana to the French republic, dated Barcelona, October* 15, 1802.

Don Carlos, by the grace of God King of Castile, Leon, Aragon, of the Two Sicilies, of Jerusalem, Navarre, Grenada, Toledo, Valencia, Gallicia, Majorca, Minorca, Seville, Sardinia, Cordova, Corsica, Murcia, Jean, of the Algarves, Algesiras, Gibraltar, of the Canary Islands, of the East and West Indies, of the Islands and Continent of the Ocean, Archduke of Austria, Duke of Burgundy, of Brabant and Milan, Count of Apsburg, Flanders, Tyrol and Barcelona; Lord of Biscay, Molina, &c.

Whereas, I have judged it proper to retrocede to the French republic the colony and province of Louisiana, I command you, as soon as these presents are exhibited to you by General Victor, or any other officer duly authorized by said republic to receive the same, to put him in possession of the colony of Louisiana and its dependencies, together with the city and island of New Orleans, with the same limits it has at present, which it had while it belonged to France, and at the time she ceded it to my royal crown, and such as it ought to be found after the treaties successfully concluded between my States and those of other powers, in order that henceforth the same may belong to said republic, and that she may cause it to be administered and governed by her own officers and governors, as her own possession, without any exception whatever.

No. 7.—*Act of delivery of the province of Louisiana by Spain to France.*

The undersigned, citizen Pierre Clement Laussat, colonial prefect, commissioner on the part of the French government, to receive possession in the name of the French republic, of the colony or province of Louisiana, from the hands of the officers and other agents of his Catholic Majesty, agreeably to the full powers which he has received, in the name of the French people from citizen Bonaparte, First Consul, under date of the 17th Prairial, year 11, (6th June, 1803,) countersigned by Hugues Maret, secretary of state, and by his excellency Decres, minister of marine and of the colonies, and recently delivered in person to the commissioners of his said Catholic Majesty, together with the royal order from Barcelona, 15th October, 1802.

And the said commissioners of his Catholic Majesty, Don Manuel de Salcedo, brigadier in the King's armies, military and political governor of the provinces of Louisiana and West Florida, inspector of the veteran troops and militia of said provinces, royal vice patron, sub-delegate, judge of the superintendent of the post office department, &c., and Don Sebastian Calvo de la Puerta, y O'Farrell, Marquis of Casa Calvo, knight of the Order of St James, brigadier in the King's armies, and colonel of the infantry regiment of the Havana, appointed commissioners of his Catholic Majesty, for the delivery of this province to the French republic, according to the royal order of the 18th February, 1803:

Certify by these presents that, on this eighth day of Frimaire, in the twelfth year of the French republic, and 30th November, 1803, having assembled in the hall of the hotel of the city of New Orleans, accompanied on either part by the chiefs and officers of the armies of land and sea, the secular and ecclesiastical cabildo, the administration of finances of the King of Spain, the civil administration, and by other distinguished persons of their respective nations, said citizen Laussat delivered to the said commissioners of his Catholic Majesty the above-mentionod full powers from citizen Bonaparte, First Consul of the French republic; and immediately after the said Manuel de Salcedo and the Marquis of Casa Calvo declared that, by virtue of and in conformity to the terms of the order of the King of Spain, dated from Barcelona, the 15th October, 1802, and countersigned by Don Pedro Cevallos, first secretary and counsellor of state, they, from that moment, did put the said French commissioner, citizen Laussat in possession of the colony of Louisiana and its dependencies, as also of the city and island of New Orleans, with the same extent which they have on this day, and which they had while in the hands of France, when she ceded the same to the royal crown of Spain, and such as they ought to have been since the treaties successively concluded between the States of his Catholic Majesty and other powers, in order that the same may henceforth belong to the Fench republic, and be governed and administered by its officers and governers in such manner as will best suit its interests; and they have accordingly solemnly delivered to him the keys of this place, declaring that they absolve from the oath of fidelity to his said Majesty all such inhabitants as may choose to continue in the service or dependence of the French republic.

And to the end that the same may forever hereafter appear by this solemn act, the undersigned have signed these presents in the French and Spanish languages, have hereto affixed their seals, and caused the same to be countersigned by the secretaries of the respective commissions, the day, month, and year above written.

LAUSSAT.

By the colonial prefect and commissioner on the part of the French government.

DAUGEROT, *Secretary to the Commission.*

MANUEL DE SALCEDO.
EL MARQUEZ DE CASA CALVO.

ANDREZ LOPEZ ARMISTO, *So del Gobo. y de la Comm'on.*

Below is written:

Deposited in the archives of the city hall of this commune, New Orleans, the 6th Ariose, year 12 of the French republic, and 28th December, A. D. 1803.

LAUSSAT.

By the colonial prefect and commissioner on the part of the French government.

DAUGEROT, *Secretary of the Commission.*

No. 8.—*Proclamation of Spanish commissioners.*

Don Manuel Salcedo, brigadier in the royal armies, military and political governor of the provinces of Louisiana and West Florida, inspector of the veteran troops and militia of the same, royal vice patron, substitute judge of the general superintendence of post offices, &c.; and Don Sebastian Calvo de la Puerta y O'Farrell, Marquis of Casa Calvo, knight of the Order of Santiago, brigadier in the royal armies, and colonel of the infantry regiment stationed at Havana; commissioners on the part of his Majesty for delivering this province to the French republic.

We make it known to all the vassals of the King, our master, of all classes and conditions whatsoever, that his Majesty has resolved to make a retrocession of the province of Louisiana, for the mutual satisfaction of both powers; and continuing to give the same proofs of protection and affection which the inhabitants of this province have always received, he has thought fit to settle, among other things, certain points which we deem it our duty publicly to make known for the particular government and disposition of all whom it may concern:

1. His Majesty, in consideration of the obligations imposed by the treaties, and wishing to avoid the differences which might arise, has been pleased to resolve that the delivery of the colony and island of New Orleans, which is to be made to General Victor, or other officer lawfully authorized by the government of the French republic, shall be made in the same manner that it was ceded by France to his Majesty, by virtue of which the limits of both shores of the river St. Louis or Mississippi shall remain as irrevocably fixed by the seventh article of the definitive treaty of peace, concluded at Paris on the 10th February, 1763; and consequently the settlements from the river Manshack or Iberville to the line which divides the American territory from the dominions of the King shall remain in the possession of Spain, and annexed to West Florida.

No. 9.—*Extract of a letter from Don José Pizarro to Mr. Irving, minister in Spain, dated Palace, August 17, 1817.*

"Besides this, posterior to the year 1805, the extraordinary event has occurred of his Majesty's having been unexpectedly deprived, in the year 1810, during his captivity, of the pacific possession, in which he was, of that part of West Florida which is between the river Iberville, the lakes Maurepas, Pontchartrain, and Bourne, on the one side, and the river Perdido on the other. When the indisputable property of his Majesty in the said territory was demonstrated, it was proved that Spain did not acquire it of France in 1763; that she received it of England in 1783 by a solemn treaty; that it was not and could not be comprehended in the 'retrocession of Louisiana,' made to France in the year 1800; that the government of France 'has declared so officially,' and in the most solemn manner, as well to Spain as the United States; that the fifth article of the treaty of 1778, between France and the United States, opposes itself expressly to the acquisition of France (though she had attempted it) of said territory from Spain in 1800; that the royal celuda of his Majesty, issued in Barcelona on the 15th of October, 1802, for the delivery of Louisiana, (which royal celuda was in the hands of the French government before the United States thought of acquiring the colony,) did not contemplate the delivery of territory east of the Mississippi than that of 'the island of New Orleans.'

To these grounds, which have established, and so establish in the clearest manner, the property of his Majesty in the said territory, may be added those of his pacific possession without interruption. The delivery of Louisiana took place without the least idea having occurred to the French commissioners who received it of his Majesty, for the purpose of delivering it to the United States, of aspiring to the possession of the territory between the Iberville and the Perdido. Spain continued, in the years following the delivery, exercising over it all her authority, and the United States respected this possession; a certain custom house regulation of the United States in the year 1804, which seemed to contain some expressions susceptible of an equivocal meaning as to the rights of his Majesty in the territory of Mobile, were reclaimed against on the part of the King, and the United States agreed to give a satisfactory and honorable explanation as to the said expressions. Whatever might be then, in that state of things, the pretension of right which might be formed against it, it did not appear to conform to the principle universally acknowledged to enforce that pretension* by means of acts, and in truth it was a painful duty for the faithful ministers of his Majesty, on his return from his captivity, to explain to him by what means and circumstances he had been deprived of the peaceful possession of the greater part of West Florida, without war, or any stipulation which could authorize having preceded it.

The King, attributing this extraordinary event to the circumstances, also extraordinary, of the epoch which had intervened, flattered himself that the United States would not defer placing things in the state which they were in at the time he left his dominions, and the invasion of the peninsula by Bonaparte. The glory, and even the interests of the United States might equally incline them to this restitution; for a recent and costly experience has made the world see that there are no acquisitions of territory, however extensive, which can compensate the advantages to result from the reputation which those governments acquire who regulate their operations by principles conservatory of order and justice.

With these ideas, the King directed his minister at Washington that, before he entered into the discussions which had remained pending, he should solicit the restoration of affairs in the state in which they were at the time of his absenting himself. This preliminary step appeared correspondent to the decorum of his Majesty, and the United States could not fail to acknowledge it to be so; it being very certain that the delicate honor of the American government would not consent, in a similar case, to enter into other negotiations, finding itself inquieted in the pacific possession of even one mile of its territory, without first soliciting and obtaining the due restoration.

Notwithstanding this, and the answer of the Secretary of State of 19th January, 1816, is far from containing the satisfaction and restoration which Spain had reason to expect, his Majesty, to give unequivocal proofs of his moderation, and his friendly dispositions towards the United States, without

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*Note.—*Vias do hecho* is French phrascology, *voie de faites.*

renouncing, as he does in no way renounce, nor will renounce, except in the case of some compromise, the right of property and possession which he has in the said territory, has judged fit not to insist on his demand for the present, in the hope that this point, though in its nature it ought to be preliminary, may enter into the general arrangement with the others; but your penetration will acknowledge readily, that on this essential point, as in others, the state of the question is not what it was in the year 1805, new occurrences of such importance having taken place since that period.

In the treaty proposed by Don Jose Pizarro, in 1817, with the United States, the following articles are to be inserted as the basis, viz:

"6th. His Catholic Majesty, master of Florida, East or West, in all the extension in which he received them from England by the treaty of 1783, and which they had in possession of Great Britain before said treaty, will be willing, for his part, to cede them, with the same extension, to the United States of America, in full property and perpetual sovereignty, provided that the United States are equally disposed on their part to cede, in the same form to his Catholic Majesty, that part of Louisiana which is situated to the west of the Mississippi, and is the territory which lies between the said river and the well known limit which now separates, and has separated Louisiana when France possessed it before the year 1764, and even before the death of the King of Spain, Charles II., from the Spanish province called Texas; so that, after these reciprocal cessions are verified, the course of the river Mississippi, from its source to where it discharges into the sea, will be the only limit of the dominions of his Catholic Majesty, and those of the United States; and though the King could wish that in the most southern part of said river, where it opens different branches or channels before discharging itself into the sea, the separating line might be continued through the principal channel which passes by New Orleans; yet His Majesty, desiring, in all that depends upon him, to facilitate the arrangement, it may be agreed and stipulated, that the dividing line, in the part where the Mississippi separates itself and flows into different channels, shall be established towards the western part, placing it in the middle of the arm or channel called *La Fourche*, to where it discharges itself into the sea, all the delta, or ground alluvion, situated on the east of said channel *La Fourche*, remaining in the power of the United States.

"7th. As by the 8th article of the treaty of Utrecht it is declared that for the future all cessions, sales, or alienations of the Spanish territory in America, shall be null and no value, Spain herself remaining without powers to make them, and England obliging herself to aid the Spaniards, that the limits of their dominions in America should be established and maintained as they were before the decease of King Charles II.; and as the part of the Floridas situated on the east of the river Perdido was a Spanish possession at the time of the decease of the said King Charles II., and, therefore, is comprehended in the said 8th article of the treaty of Utrecht, it is not in the power of his Catholic Majesty to effectuate, by himself, the cession mentioned in the preceding article, without the previous consent and agreement of the power or powers interested in the fulfillment of the said treaty of Utrecht, for which reason it will be indispensable, in case that the United States shall accede to the proposed arrangement, to solicit and obtain the said consent of the power or powers interested, and the derogation, and for this sole purpose of the said article of the treaty of Utrecht, which, in all other respects, shall hereafter remain in full force."

No. 10.—*Note of General Armstrong, in a pamphlet entitled a "Review of Adams's Eulogium upon James Monroe."*

"Mr. Adams asserts that much ability was shown in this abortive negotiation by Mr. Monroe and his colleague Mr. P. Does he forget, or has he overlooked the *admission* to be found in Mr. Monroe's preliminary letter to Talleyrand, "*that we had bought from France only what France had bought from Spain?*" By this admission, the question became one, not of construction, but of fact. It was no longer what the terms of the treaty of St. Ildefonso would warrant us in demanding, but how those terms were understood by the parties to that instrument. Spain denied that she had ceded West Florida to France, and France denied that she had either sold, or intended to sell to us, more than she had bought from Spain. Such was the *Pons Asinorum* which stopped the progress of Mr. Monroe and his colleague at Madrid. By the way, the construction given to the treaty of St. Ildefonso, on which the United States so long and pertinaciously relied, and which Mr. Madison's ingenuity made so plausible, was a suggestion of Mr. Livingston's, submitted by him to his government, and adopted by it, but to which Mr. M. *for some time refused his assent.* See Mr. L.'s official correspondence with Mr. Madison in the spring of 1803."

23D CONGRESS.] **No. 1291.** [2D SESSION.

ON A CLAIM TO LAND IN MICHIGAN.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 15, 1835.

Mr. AMOS DAVIS, from the Committee on Private Land Claims, to whom was referred the petition of Martin Nedan, reported:

The petitioner prays Congress to grant him title to a certain tract of land which he states he purchased of the Ottoway tribe of Indians in the year 1795, lying on the south side of the Miami river, of lake Erie; and for a more particular description refers to a paper of that date purporting to be a deed from the chiefs of said nation to him for the land. He also refers for evidence, to proofs exhibited by him before commissioners, published in the report of the committee on public lands in 1828, entitled "Land Claims in Michigan, page 344." In the documents exhibited and referred to, the committee can

find no proof whatever that the land described in the petition belonged to the Ottoway Indians at the date of the deed referred to, or that the same was in the limits of their territory. In the absence of which evidence it does not appear that this land lies in that boundary ceded to the United States by the late treaty with the Ottoway tribe of Indians. Such being the situation of the case as presented, it is not necessary to take any farther view of the subject.

The committee therefore recommend the rejection of the prayer of the petitioner.

23D CONGRESS.] No. 1292. [2D SESSION.

LAND CLAIMS IN MISSOURI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 15, 1835.

TREASURY DEPARTMENT, *January* 14, 1835.

SIR: In obedience to the resolution of the House of Representatives of the 12th instant, requesting the Secretary of the Treasury "to return to the House the report, referred to him at the last session, of the commissioners appointed to examine and adjust private land claims in Missouri, with such remarks as he may think proper to make thereon," I have the honor to inform the House, that, on the 4th of September last, this department transmitted a copy of the report of the commissioners to the Attorney General of the United States, and another to the Commissioner of the General Land Office, and at the same time requested the opinion of those officers on the validity of the several claims acted and reported on by the commissioners.

On the 23d of October last, another communication was made to the Attorney General, requesting his opinion upon the principles of law assumed by the commissioners in their adjudication upon the claims reported, to enable the Commissioner of the General Land Office to make a satisfactory examination, and report to the department; and, also, as essential to my own guidance, in replying to the resolution of the 30th of June last. To this communication a reply was received from the Attorney General yesterday, and is hereto annexed (A.)

As the call of the House of the 12th instant seems to contemplate an immediate answer, and therefore precludes the possibility of further investigation by this department of those claims, since receiving the opinion of the Attorney General yesterday, and of obtaining the report of the Commissioner of the General Land Office, which awaited the result of that opinion, I have deemed it proper to return herewith to the House the report of the commissioners, without the delay which would be necessary (since receiving that opinion) to procure the views of the Commissioner of the General Land Office, and without the still further delay which would be necessary should this department make additional inquiries and remarks on the opinions and views finally presented by those officers.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN BELL, *Speaker of the House of Representatives.*

A.

ATTORNEY GENERAL'S OFFICE, *January* 12, 1835.

SIR: In your letter of the 22d of October, 1834, you requested my opinion upon the legal principles assumed by the recorder and commissioners for the adjustment of land titles in Missouri, under the acts of the 9th of July, 1832, and the 3d of March, 1833, as stated in the report made by them to the House of Representatives, and by that body referred to you. By your letter, and by the papers which accompanied it, I was informed that the report had been referred by you to the Commissioner of the General Land Office, with directions to examine and report upon the validity of the claims therein enumerated; and that you had been induced to call for my opinion in consequence of a suggestion made to you by that officer, that the principles and resolutions assumed by the board involved not only questions of international law, but others respecting the powers, duties, and responsibilities of the various classes of officers making the grants, as well as the existence of any regulations by which they were to be governed in the performance of their duties, with which he was not familiar, and upon which the opinion of the Attorney General was necessary to the making of a satisfactory examination and report. As a further reason for the adoption of this course, the Commissioner of the General Land Office remarked that "the subject of individual claims to lands, under the different kinds of title emanating from foreign powers, having been brought before the Supreme Court of the United States for several of their last terms, in cases in which the United States were parties, and where the whole subject has been argued by the Attorney General of the United States, with the assistance of other counsel, and some of the principles involved in these cases having been decided by the court, those points were, therefore, much more accurately understood by the Attorney General, than they could possibly be by his office." Although strongly inclined to think that the circumstances referred to were not sufficient to obviate the objections made to you in my letter of the 17th of October, I was yet so well satisfied of the reasonableness of the suggestions made by the Commissioner of the General Land Office, and of the great burden imposed upon you by this reference, as to be sincerely desirous to relieve both him and yourself by any aid I might be enabled to afford. But as none of the cases referred to by the Commissioner had been argued or examined by me, and as I had not the slightest acquaintance with the subject of these peculiar titles, I thought it proper to defer the examination of the subject until I could obtain the advice and assistance of General Call, of Florida, who has been, for several years, the counsel of the government in analogous cases, and has taken part

in the argument of several before the Supreme Court, and whose attendance here, with a view to the preparation of a very important cause, involving many of the questions on which you desire to be advised, I had reason to expect on the 1st instant.

Owing to some cause, not yet known to me, that gentleman has not arrived; and as I cannot, with propriety, retain the papers any longer, I herewith return them to you. I regret that I do not feel myself sufficiently familiar with the subject to express an opinion on any of the principles assumed by the commissioners, except those stated in their first and second resolutions. The former of these is undoubtedly correct in point of fact; and the other is founded on, and accords with, the decision of the Supreme Court in the case of Arredondo, which has since been followed in several subsequent cases.

The papers are herewith returned.

I have the honor to be, very respectfully, your obedient servant,

B. F. BUTLER.

The honorable LEVI WOODBURY, *Secretary of the Treasury.*

23D CONGRESS.] **No. 1293.** [2D SESSION.

ON CLAIM TO LAND IN MISSOURI.

COMMUNICATED TO THE SENATE JANUARY 21, 1835.

Mr. LINN, from the Committee on Private Land Claims, to whom was referred the petition of Sebastian Butcher and Peter Bloom, of the county of St. Genevieve, in the State of Missouri, for themselves and the heirs and legal representatives of Bartholomew Butcher and Michael Butcher, deceased, reported:

That in 1797 the petitioners and the said Bartholomew and Michael Butcher emigrated to Upper Louisiana, and have resided from that time until the present in what is now the State of Missouri. That, on the 11th June, 1802, the petitioners and the said Bartholomew and Michael Butcher petitioned the intendant at New Orleans for a grant of 1,600 arpens of land, to be taken at a place therein mentioned, or if vacant land could not be there found, then to take the quantity lacking in the King's domain; and that Don Pierre Delassus de Luziere, commandant of the post of New Bourbon, recommended to the intendant of Louisiana to confirm the said grant to the petitioners, a copy of which grant is annexed. They also state that the original petition and recommendation were filed before the board of commissioners for the adjustment of private land claims in Missouri, and a certified copy of the testimony laid before said commissioners is also annexed. The depositions of John B. Valle and John R. Lalumandiere, hereunto annexed, show that Mary Ann Laplante, a material witness, has died since the testimony was laid before the board of commissioners. The petitioners further state, that being unlearned and illiterate men, they had supposed and always took it for granted, that the claim exhibited by them was a *concession;* and they aver that such grants were always considered as concessions, and passed from hand to hand as such, during the Spanish government, as will appear from the depositions of Messrs. Valle and Lalumandiere, and other testimony taken before the board of commissioners. The petitioners further state, that the board of commissioners have decided that their claim is not considered by them a concession, and therefore they do not consider themselves as authorized to adjudicate upon it. But the petitioners also state that, from the time of the grant to the present, they have enjoyed the possession of the land as other persons holding under concessions, and had no doubts but their claim rested on the same basis as other good concessions.

Joseph Pratte, being under oath, deposed that he has seen the recommendation of the said Luziere, late commandant of the post of New Bourbon, annexed to the petition of the said claimants, for a grant or concession of 1,600 arpens of land; that he is well acquainted with the handwriting of the said Luziere, and that the recommendation, dated 15th June, 1802, and the signature affixed thereto, are in the handwriting of the said Luziere. Also that he is well acquainted with the handwring of Ant. Soulard, late surveyor general of Upper Louisiana, and that his signature to the plat of survey is, as the deponent verily believes, genuine, and in his handwriting. The deponent further saith that he is fifty-seven years of age, and has resided in St. Genevieve and vicinity, in what was formerly Upper Louisiana, all his life; that he is well acquainted with the nature of Spanish concessions, and requests and recommendations of commandants of posts, of which latter class the claim here shown appears to be one. That after year 1799 or 1800, (as near as he can recollect,) the commandants did not give concessions, but recommendations to the intendant general at New Orleans, (as in this case,) and that said recommendations were uniformly considered of equal validity with concessions, and were passed and transferred from hand to hand as such, and that is was the uniform custom of the intendant general at New Orleans to grant and confirm all such claims. He has no doubt but what the claim would have been confirmed by the intendant; that he has known the petitioners to have come in this country in 1797; that it was the custom of the government to grant lands to persons of their description when applied for; and the deponent has never heard that they have received any other lands than those mentioned in the present claim.

John Baptiste Valle also deposes that the recommendation and signature are in the handwriting of Luziere; also that the signature of Ant. Soulard is genuine. That he is now seventy-two years of age, and has resided in St. Genevieve all his life, and is well acquainted with the manner of granting concessions by the Spanish government in Louisiana, and that he always considered incipient titles of the kind here shown as much entitled to confirmation as any other; and that frequently lands granted by the said Spanish government were not surveyed until several years after they were granted and confirmed.

Mary Ann Laplante deposes that she is fifty-eight years of age; that she came from France to Upper Louisiana in the family of the before-mentioned M. Luziere, and has resided in New Bourbon and St. Genevieve ever since; that sometime before the change of government (she thinks in 1802) she was in the office of the said Luziere, (he being then commandant of the post of New Bourbon,) and saw Luziere

writing a paper, which he told her was a concession or grant of land to Bartholomew Butcher, Sebastien (or Bastien) Butcher, Michael Butcher and Peter Bloom, which grant or concession said Luziere informed her was for four hundred arpens for each of said persons, for that, as those persons were such good stone masons, it was a great object to the people and the government to retain such good workmen and peaceable subjects in the country. The deponent being blind, could not, of course, swear whether the concession now shown to the commissioner is the same she saw Luziere write.

Pierre Menard, in a letter dated 17th June, 1834, states that Michael, Bartholomew, and Sebastian Butcher, and Peter Bloom, came to St. Genevieve, Missouri, as early as 1796, and obtained what was understood to be a concession for 1,600 arpens of land, to be divided between them. They immediately settled the lands and improved and cultivated them ever since; Michael Butcher having died about three years back.

It further appears from the papers before the committee, that the commissioners appointed under the act of Congress of July 9th, 1832, for the final settlement of private land claims in Missouri, came to the conclusion, from the provisions of the law under which they acted, that the claim was anomalous, and did not come within their jurisdiction, not being a grant by a commandant, sub-delegate, lieutenant governor, or governor general, but a mere recommendation from a commandant to the governor general at New Orleans, for a grant. The board carefully examined the claim, and urged, from its merit, the favorable consideration of Congress; but independent of this, the parties under acts of Congress would have been entitled to a larger amount of land than now claimed, under the different laws making donations to those who had settled and cultivated on or before the 20th December, 1803, or within eight months after.

23D CONGRESS.] **No. 1294.** [2D SESSION.

RELATIVE TO THE PREPARATION OF THE MAPS OF CERTAIN STATES AND TERRITORIES.

COMMUNICATED TO THE SENATE JANUARY 22, 1835.

TREASURY DEPARTMENT, *January* 22, 1835.

SIR: In obedience to the resolution of the Senate of the 6th instant, requesting the Secretary of the Treasury "to report to the Senate the progress which has been made in his department under the resolution of the Senate of the 28th February, 1823," &c., I have the honor herewith to transmit to the Senate a report from the Commissioner of the General Land Office, which gives the information required by the resolution.

I have the honor to be, sir, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Honorable M. VAN BUREN, *Vice-President of the United States and President of the Senate.*

GENERAL LAND OFFICE, *January* 21, 1835.

SIR: In obedience to the resolution of the Senate of the 6th instant, referred by you to this office, by which the Secretary of the Treasury is "requested to report to the Senate the progress which has been made in his department under the resolution of the Senate of the 28th of February, 1823, directing to be prepared and laid before the Senate maps of the several States of Ohio, Illinois, Indiana, Mississippi, Missouri, Alabama, and Louisiana, and of the Territories of Michigan, Arkansas, and Florida; whether the said maps, or any number of them, have been completed according to the direction of the said resolution; what is the state of advancement upon such of the said maps as have not been completed; whether the means are in the possession of the department to complete the said maps; and whether any of the said maps heretofore completed and laid before the Senate have since been posted up so as to conform to the existing condition of the public lands, and to what date each map has been so posted up; and also to report the names of the several persons who have been employed by the department as draftsmen upon the said maps, the dates from which to which each person has been so employed, and the rates of wages and the amounts paid to each respectively for such service,"—I have the honor to report:

That, under the resolution of the Senate of the 28th of February, 1823, maps of the States of Ohio, Indiana, Illinois, Missouri, and Alabama, and of the Territory of Michigan, were prepared at this office and have been sent to the Senate, exhibiting the information required by that resolution up to the 1st of January, 1826, so far as relates to the State of Alabama, and to the 30th of June, 1825, in respect to the other States and the Territory of Michigan. The protraction of the maps of the surveys in Mississippi, Louisiana, Florida, and Arkansas, was commenced some years ago; but they have not been completed, and are now in this office.

The information necessary to complete all those maps up to the 30th of November last is in this office; and I beg leave to refer to the annexed paper, marked A, as showing the work required to be performed on each map.

In answer to that part of the resolution which requires the names of the persons employed, the time of employment, the rates of wages, and the amounts paid to them respectively, I have to state, that, upon the passage of the resolution of 1823, the regular draftsman of the office, (Mr. Robert King,) whose salary was $1,150 per annum, commenced the protraction of the maps; and, with the exception of the work heretofore done upon the Arkansas map, that gentleman performed almost all the mapping that has been done under that resolution.

By an act passed on the 24th of March, 1824, the Secretary of the Treasury was authorized to

employ an assistant draftsman and two colorers in this office, for twelve months, to complete the maps required by the Senate's resolution of 28th February, 1823; and by the act of the 2d April, 1824, the sum of three thousand dollars was appropriated for their compensation. Under those acts, John F. Hamptramck was appointed assistant draftsman, at a salary of $1,150 per annum; and Philip Tilyard and Joseph Wood as colorers, at $925 per annum each.

Mr. Hamptramck was employed from the 7th of April, 1824, to the 6th of April, 1825, under those acts, and from the 1st of May to the 1st of August, 1825, with the sanction of the Secretary of the Treasury; and for his services during those periods, received the sum of $1,437.10.

Mr. Tilyard was employed from the 7th of April, 1824, to the 6th of April, 1825, and received $925.

Mr. Wood was employed from the 11th of April, 1824, to the 10th April, 1825, and received $925.

The maps not being completed when the appropriation made by the act of 1824 was expended, Mr. Charles Gordon, who had acted for some time as a colorer, in behalf of Mr. Wood, who was unable to perform his duties, was continued in the office as a colorer; and in the estimates of this office for the years 1826, '27, '28, '29, '30, and '31, the item of contingencies was stated in each of those years to be inclusive of "the compensation of the person employed to color the maps required by the resolution of the Senate of the 28th of February, 1823;" and from the appropriations founded on those estimates, Mr. Gordon was of course paid out of the contingent fund of this office until the 1st of December, 1831, when he ceased to be employed.

From the 10th of April, 1825, to the 10th of April, 1827, he was compensated at the rate of $925 per annum; and from the last-mentioned date to the 1st of December, 1831, at the rate of $1,000 per annum; and the total amount so paid to him was $6,488.88.

It is proper to state, that during the period for which Mr. Gordon was thus paid, his time was not exclusively devoted to the preparation of those maps; and it is impracticable to estimate the time which the regular draftsman of the office, Mr. King, devoted to the same object, and the true amount of the expenditures incurred in consequence thereof.

In consequence of its having been provided, in the general appropiation law of 1833, "that no part of the appropriations herein made, for the General Land Office, shall be applied or expended for and on account of a resolution of the Senate passed the 28th day of February, 1823, requiring maps to be prepared, designating thereon by discriminating colors, the lands sold, the lands granted to States for internal improvements, donations to individuals, military grants, and private claims, confirmed by the government," no expenditures have since that time been incurred by this office in completing those maps. All which is respectfully submitted.

ELIJAH HAYWARD.

The Hon. LEVI WOODBURY, *Secretary of the Treasury.*

A.

Statement in relation to the present condition of the maps ordered by the Senate's resolution of the 28th February, 1823, with an estimate of the nature and amount of labor required to complete them to the 30th November, 1834.

STATE OF OHIO.

The map, now in possession of the Senate, exhibits all the surveys that have been made in that State; but, in order to comply with the requirements of the resolution of 1823, so as to complete the map to the 30th November last, it will be necessary to color all the operations under the land system since the 30th June, 1825, consisting of 33,190 tracts sold, the selections for canals, roads, schools, Indians, and for other purposes, as well as the closing operations under the credit system; which may be estimated to require the labor of one person for six hundred and fifteen days.

STATE OF INDIANA.

To complete the map of this State, heretofore sent to the Senate, it will be necessary to protract one hundred and fifty townships and fractional townships, to color 51,234 tracts sold from the 30th June, 1825, to the 30th November, 1834, the closing operations under the credit system, and the tracts selected for canals, roads, Indians, schools, and other purposes; estimated to require seven hundred and twenty days.

STATE OF ILLINOIS.

The map of this State, furnished to the Senate, exhibits all the surveys that have been received; but to color 27,733 tracts sold from the 30th June, 1825, to 30th November, 1834, the tracts selected for canals, schools, &c., and the closing proceedings under the credit system, is estimated to require four hundred and seven days.

TERRITORY OF MICHIGAN, EAST AND WEST OF LAKE MICHIGAN.

To complete the map heretofore sent to the Senate, will require the protraction of four hundred and nineteen townships and fractional townships, the coloring of 21,421 tracts sold between the 30th June, 1825, and 30th November last, the closing operations under the credit system, the lands selected for schools, &c., which would require about three hundred and thirty-three days.

STATE OF MISSOURI.

To complete the map of the State, heretofore furnished to the Senate, to the 30th November last, will require the protraction of thirty-two townships and fractional townships, the coloring of the closing operations under the credit system, of 23,255 tracts sold for cash since the 30th June, 1825, the selections for schools, &c., estimated at three hundred and four days.

STATE OF LOUISIANA.

A map of the surveys in this State has been commenced, and is in this office; to complete it will require the protraction of three hundred and twenty-five townships and fractional townships, the coloring

of the lands sold under the credit system, of 2,791 tracts sold under the cash system, the lands granted for schools, and those confirmed and granted to individuals, estimated to require one hundred and sixty-eight days.

STATE OF MISSISSIPPI.

To complete the map of this State, which has been commenced, will require the protraction of five hundred and fifty-six townships and fractional townships, the coloring of all the lands sold under the credit system, and of 28,848 tracts sold for cash, the lands confirmed or granted to individuals, the selections for schools, Indian reservations, &c., estimated to require at least five hundred and seventy-three days.

STATE OF ALABAMA.

To complete to the 30th November last, the map of this State, which has been furnished to the Senate, will require the protraction of four hundred and eleven townships and fractional townships, the coloring of the closing operations under the credit system, the tracts selected for canals, schools, Indian reservations, &c., and of 38,860 tracts sold from the first January, 1826, estimated at seven hundred and twelve days.

TERRITORY OF FLORIDA.

To complete the map which has been commenced of this Territory, will require the protraction of two hundred and one townships, the coloring of the lands granted or confirmed to individuals, the selections for schools, &c., and of about four thousand cash sales, which may be estimated at one hundred and seven days.

TERRITORY OF ARKANSAS.

A map of this Territory was commenced by Mr. Hamtramck, but in consequence of its present appearance, it is thought that it would be advisable to commence another map; and it is estimated that to furnish as complete a map as the documents in the office will permit, will require the protraction of 650 townships and fractional townships, the coloring of 2,433 sold tracts, of 6,084 tracts granted as military bounties, the lands confirmed and granted to individuals, and those selected for schools and other purposes, would require about 216 days.

The whole of which may be considered as being equal to the labor of one competent person for nearly fourteen years; and is a low estimate, without making any allowance for sickness or unavoidable absence during that period.

ELIJAH HAYWARD.

GENERAL LAND OFFICE, *January* 21, 1835.

23D CONGRESS.] No. 1295. [2D SESSION.

ON CLAIM TO LAND IN MISSOURI.

COMMUNICATED TO THE SENATE JANUARY 22, 1835.

Mr. LINN, from the Committee on Private Land Claims, to whom was referred the petition of Joseph Philipson, for confirmation of his title to a tract of land in the State of Missouri, reported:

The petitioner sets forth, that the tract of land, containing two arpens in front by forty arpens in depth, situated among the second line of concessions or grants, adjacent or appertaining to the village of St. Louis, at a place near that village called the *Cul de Sac*, bounded on the front by the end or west line of the forty arpens lots, and adjoining at its western boundary and depth to the royal domain, on the north adjoining to the land of Madam Camp, and on the south to that of M. Yosti, to which he prays confirmation of title, was, in 1795, and for many years previous thereto, held and possessed by one Joseph Sorin, commonly called Larochelle; that on the 1st June, 1795, the said Sorin or Larochelle did, by a deed of that date, (a certified copy of which accompanies the petition,) sell, convey, and relinquish unto one Gabriel Lachance, for the sum of one hundred francs or livres, the said tract of land; that the said tract of land, as above described, was held and occupied by the said Lachance, without challenge from any source, from the said 1st June, 1795, until the 9th September, 1816, on which day he, the said Lachance, did, by a conveyance in due form of law, (a copy of which is also furnished,) for the sum of one hundred dollars, current money, sell, convey, and relinquish unto the petitioner, and one Silvester Labbadie, and their heirs forever, said tract of land hereinbefore described; that said Silvester Labbadie, and his wife, afterwards, by deed, bearing date the 9th June, 1817, conveyed and released all their interest and estate in the said tract, to the petitioner and his heirs, forever; by virtue of which several conveyances, the whole interest, estate, and claim of, in, and to the said tract, became vested in the petitioner; and that the petitioner has remained in the continual and undisturbed possession thereof ever since.

The grounds upon which the petitioner claims confirmation of his title to said tract are, that said tract was held in undisturbed possession by the afore-mentioned Sorin, or Larochelle; that, although no record can be found in any of the offices, of the right of said Sorin, or Larochelle, to said tract, nevertheless, that said Sorin, or Larochelle, did actually possess and occupy, unchallenged, said tract, is abundantly and satisfactorily proved by the testimony of Pierre Chouteau, (a certified copy of which also accompanies the petition,) in which he says that the said Sorin, or Larochelle, "was universally acknowledged by the inhabitants of said town of St. Louis and district to be the owner and exclusive proprietor

of said two by forty arpens, and that as such owner, the said Sorin, or Larochelle, by himself, or his servants or assigns, cultivated said tract of land."

There being no evidence even to assert that the right to said tract was held by any other person or persons, and the fact of its having been settled and cultivated many years, by both the original and subsequent possessors thereof, being clearly proved, your committee have no hesitation in recommending that the claim of said Philipson, to said tract of land, be confirmed, and therefore report a bill for this purpose.

23D CONGRESS.] No. 1296. [2D SESSION.

APPLICATION OF ALABAMA FOR A REDUCTION OF THE PRICE OF THE PUBLIC LANDS.

COMMUNICATED TO THE SENATE JANUARY 26, 1835.

JOINT RESOLUTIONS TO OUR SENATORS AND REPRESENTATIVES IN CONGRESS.

Resolved, by the senate and house of representatives of the State of Alabama, in general assembly convened, That our senators in Congress be, and they are hereby instructed, and our representatives in Congress requested, to use their influence in trying to obtain a reduction in the minimum price of public lands that have once been exposed to sale.

And be it further resolved, That his excellency the governor be, and he is hereby requested to forward a copy of the above resolution to each of our senators and representatives in Congress.

SAMUEL W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved January 10, 1835.
JOHN GAYLE.

23D CONGRESS.] No. 1297. [2D SESSION.

LAWS, OR REGULATIONS UNDER WHICH OATHS ARE TAKEN BY PURCHASERS OF PUBLIC LANDS.

COMMUNICATED TO THE SENATE JANUARY 28, 1835.

GENERAL LAND OFFICE, *January,* 26, 1835.

SIR: In compliance with a resolution of the Senate of the 30th, ultimo, "that the Commissioner of the General Land Office be directed to lay before the Senate a copy of any oath or oaths prescribed by the Department of the Treasury, to be administered to all persons who may become the purchasers of the public lands subject to entry at private sale, and that the said Commissioner report to the Senate under what act of Congress the said oath or oaths were authorized so to be prescribed and administered," I have the honor to report, that, as no particular oath or oaths have been designated in the resolution, nor any indication therein by which this office could be directed in its examination and report, other than that which relates to the sales of public lands subject to entry at private sale; and as it embraces a range of official operations under several acts of Congress, and instructions prescribed and directed by the Secretary of the Treasury, I have deemed it my duty to append to this document a copy of all the laws and circulars of instructions connected therewith, that the Senate may be fully advised of every matter in connection with the subject, so far as this office possesses the means of information.

The paper hereunto annexed, marked A, is a copy of "An act for the establishment of a General Land Office in the Department of the Treasary;" approved 25th April, 1812.

By that act the Commissioner is required "under the direction of the head of the department, to *superintend, execute* and *perform* all such *acts* and things touching and respecting the public lands of the United States, and other lands patented or granted by the United States," as were previously directed to be done and performed by law in the respective offices of the Secretary of State, the Secretary and Register of the Treasury, and of the Secretary of War, or which thereafter should by law be assigned to the said office.

Under this general authority, I learn it has been the practice of the Commissioner, with the assent of the Secretary of the Treasury, as occasions rendered necessary, and to facilitate the execution of the laws of Congress in connection with the subject, to make and issue such rules and regulations, and transmit such instructions to the several land offices, as from time to time were deemed necessary to carry into effect the manifest intentions of Congress. As this practice has been continued ever since the organization of the office, without any impeachment or censure thereof by the legislative body, and as I am convinced from a full review of the subject that it was introduced from inevitable necessity, and not from any motive or desire to encroach upon the prerogatives of Congress, I have not felt myself justified in departing therefrom since it became my duty to administer and execute the appropriate laws assigned to this bureau.

I have annexed to this document the copy of "An act to grant pre-emption rights to settlers on the public lands," approved May, 29, 1830, marked B.

By this act, privileges of purchase were granted to a certain class of individual settlers on and cultivators of the public domain, at any time within one year, whether on lands subject to sale at *private entry,*

or on lands surveyed but not then brought into market, by an offer at public sale. To carry into effect this act, without prejudice to the private interests intended to be created, and at the same time secure to others the right of private entry, it became necessary, as the act required *proof*, in the case of pre-emptioners, and that the ordinary sales should not be discontinued for one year, to prescribe rules and require oaths, in every instance of an entry made at private sale. These were prescribed and adopted, as will be found in the papers hereunto appended, marked C and D.

The reasons for these rules and regulations, and for requiring an oath in cases of private entry, are fully set forth and explained in the following extracts from the circular of my predecessor in office, dated September 14, 1830, marked D:

"As the law grants to any actual settler on the public lands, who was in possession thereof at the date of the act, and cultivated the same in 1829, a right of pre-emption to lands which having been offered at public sale, were subject to private entry at the same date, and has provided the term of one year for its operation, the question arises whether the ordinary private entries of such lands are to be suspended until the 29th May, 1831, when the occupant claims shall have been proved and filed, or whether the ordinary private entries can proceed at the hazard of interfering with the occupant within the year. This being a difficulty against which the law has omitted to provide, and it not being believed to be the intention of its framers that the ordinary private entries should be suspended for the term of one year, we must therefore so act as to make the law available to the occupant, to its full extent as to time, and also permit the ordinary private entries to proceed. It is therefore to be expressly understood that every purchase of a tract of land at ordinary private sale, to which a pre-emption claim shall be proved and filed according to law, at any time prior to the 30th May, 1831, is to be either null and void, (the purchase money thereof being refundable under instructions hereafter to be given,) or subject to any future legislative provisions."

"Therefore, prior to your permitting any entries of land, you will have to exercise every possible precaution to prevent such interference. The only precaution that can be pointed out to you, is to require the oath of the applicant, that, to the best of his knowledge and belief, no claim exists to the same land, as a pre-emption under the act of 29th May, 1830."

The oath alluded to in the above-named instructions was not required by any *express words* of the act, and therefore no special *form* was prescribed; but the precaution appears to have been advisedly adopted (and, as I understood, after much consideration and hesitation), as absolutely indispensable to the due execution of the act of the 29th May, 1830, and other acts of Congress of equal dignity and validity.

The office was in a dilemma, and greatly embarrassed in the execution of laws, which, in their provisions, conflicted with each other, and required the utmost vigilance of the department to prevent the sacrifice of individual rights, and at the same time preserve the paramount interests of the government. It was not foreseen, on the passage of the law, if I am truly advised, that rights irrevocably vested under it were to interfere with the ordinary sales of the public lands at private entry.

I deem it proper here to state, that during the session of 1830–1831, when complaints were made to this office from Ohio, Indiana, and Illinois, and also named in Congress, that these instructions created much personal inconvenience; I submitted the whole subject to the honorable Samuel D. Ingham, then Secretary of the Treasury, for his review and consideration; and that, in a personal conference with him on the subject, it was his opinion that no alteration or change should be made therein, without the further legislation of Congress. No further legislation was had at that session in connection with this complicated subject, and no change was adopted in the execution of the laws. To Mr. Ingham I owe the declaration, that in his official conduct, as the head of the Treasury Department, so far as the same came within my knowledge and observation, to my judgment, he exhibited the wisdom and discernment of the statesman, and the vigilance and industry of the patriot; and particularly in every matter connected with the General Land Office. Having his sanction for a practice previously adopted, so far as the said oaths were required, it was not competent for me to make any change therein without the assent of the head of the department; and being of opinion they were required, as essential to the administration of right and justice, my own sense of official duty dictated to me a continuance of the same. The *principles of right* and the *verity of facts* cannot be departed from without a dereliction of public duty, nor become the subject of discussion in contradistinction with the plain and unequivocal sense of the legislature. The Executive department of the government had no option. It was required to execute *all* the laws, and in its efforts so to do, has endeavored to conform to the intentions of Congress as far as practicable. The same principles have been applied, and the same practice continued, though with some modification, in the execution of the act of June 19, 1834, as will appear by the papers herewith annexed, marked E and F. The same difficulties were found to exist, and the same embarrassments to meet, as in the act of June 29, 1830. The reasons for adopting the same rule of conduct for the several land officers are set forth in these documents, to wit, the circulars of instructions, dated July 22, 1834, and October 23, 1834.

The annexed documents, marked G and H, are copies of the acts of the 5th April, 1832, and the 2d March, 1833, and the instructions issued under the same. Those acts required, in *express terms*, an *affidavit* of the applicant to purchase at *private* sale, in certain cases, and has been complied with as far as practicable.

Documents marked I, J, K, and L, hereunto annexed, are copies of all the laws and instructions, in connection with the several acts of Congress for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army, during the revolutionary war; from which it will appear that it was indispensable to prescribe the oaths required, to prevent the greatest embarrassments in the disposition of the public lands at private sale.

The act of the 30th May, 1830, as per document I, provides "that no scrip issued under the provisions of this act shall entitle the holder to enter or purchase any settled or occupied lands, without the written consent of such settlers or occupants as may be actually residing on said lands at the time the same shall be entered or applied for."

Although the law did not in express words require an affidavit, yet in its execution, and to conform to its manifest intent and object, which was to protect the actual settler and occupant against the interference of the scrip locator, the only effectual means suggested, and which I am happy to say has been attended with great success, was the oath prescribed.

All which is respectfully submitted. ELIJAH HAYWARD.

Hon. MARTIN VAN BUREN, *Vice-President of the United States and President of the Senate.*

A.

AN ACT for the establishment of a General Land Office in the department of the Treasury.

SEC. 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That there shall be established in the department of the Treasury an office, to be denominated the General Land Office; the chief officer of which shall be called the Commissioner of the General Land Office, whose duty it shall be, under the direction of the head of the department, to superintend, execute, and perform all such acts and things touching or respecting the public lands of the United States, and other lands patented or granted by the United States, as have heretofore been directed by law to be done or performed in the office of the Secretary of State, of the Secretary and Register of the Treasury, and of the Secretary of War, or which shall hereafter by law be assigned to the said office.

SEC. 2. *And be it further enacted,* That there shall be in the said office an inferior officer, to be appointed by the said principal officer, to be employed therein as he shall deem proper, and to be called the chief clerk of the General Land Office, who, in all cases when the said principal office shall become vacant, during such vacancy shall have the charge and custody of the seal, and of all records, books, and papers belonging to the said office.

SEC. 3. *And be it further enacted,* That the said principal officer, and every other person to be appointed and employed in the said office, shall, before he enters on the duties of his office or appointment, take an oath or affirmation, *truly and faithfully to execute the trust committed to him.*

SEC. 4. *And be it further enacted,* That the said Commissioner shall cause a seal of office to be made and provided for the said office, with such device as the President of the United States shall approve; and copies of any records, books, or papers belonging to the said office, under the signature of the said Commissioner, or, when the office shall be vacant, under the signature of the chief clerk; and the said seal shall be competent evidence in all cases in which the original records, books, or papers could be evidence.

SEC. 5. *And be it further enacted,* That the said Commissioner shall, forthwith, after his appointment, be entitled to the custody, and shall take charge of the said seal, and also of all records, books, and papers remaining in the offices of the Secretary of State, of the Secretary and Register of the Treasury, and of the Secretary of War, touching or concerning the public lands of the United States; and the said records, books, and papers shall become, and be deemed the records, books, and papers of the said office.

SEC. 6. *And be it further enacted,* That the said Commissioner shall, when required by the President of the United States, or either House of Congress, make a plat of any land surveyed under the authority of the United States, and give such information respecting the public lands, and concerning the business of his office, as shall be directed.

SEC. 7. *And be it further enacted,* That, in all cases in which land has heretofore, or shall hereafter, be given by the United States for military services, warrants shall be granted to the parties entitled to such land by the Secretary of War; and such warrants shall be recorded in the said Land Office, in books to be kept for the purpose, and shall be located as is or may be provided by law; and patents shall afterwards be issued accordingly.

SEC. 8. *And be it further enacted,* That all patents issuing from the said office shall be issued in the name of the United States, and under the seal of the said office, and be signed by the President of the United States, and countersigned by the Commissioner of the said office, and shall be recorded in the said office, in books to be kept for the purpose.

SEC. 9. *And be it further enacted,* That all returns relative to the public lands, heretofore directed to be made to the Secretary of the Treasury, shall hereafter be made to the said Commissioner, who shall have power to audit and settle all public accounts relative to the public lands: *Provided,* that it shall be the duty of the said Commissioner, upon the settlement of any such account, to certify the balance and transmit the account, with the vouchers and certificates, to the Comptroller of the Treasury, for his examination and decision thereon.

SEC. 10. *And be it further enacted,* That no person appointed to an office instituted by this act, or employed in any such office shall, directly or indirectly, be concerned in the purchase of any right, title, or interest, in any public land, either in his own right, or in trust of any other person, or in the name or right of any other person in trust for himself, nor shall take or receive any fee or emolument for negotiating or transacting the business of the office. And any person offending in the premises against the prohibition of this act, shall forfeit and pay one hundred dollars; and, upon conviction, shall be removed from office.

SEC. 11. *And be it further enacted,* That the Commissioner of the said Land Office shall be appointed by the President of the United States, by and with the advice and consent of the Senate; and shall receive an annual salary equal to the salary of the Auditor of the Treasury, payable quarterly; and the sum of two thousand two hundred and fifty dollars is hereby appropriated for the said compensation, during the year one thousand eight hundred and twelve, to be paid out of moneys in the treasury not otherwise appropriated. And the said Commissioner shall have the same privilege with the Comptroller of the Treasury, of sending and receiving letters and packages, and also final certificates and patents for land, free of postage.

SEC. 12. *And be it further enacted,* That the Commissioner of the Land Office shall be authorized to employ a sufficient number of clerks: *Provided,* that their annual compensation shall not exceed, in the whole, seven thousand dollars; and the said compensation shall be paid in the following manner during the year one thousand eight hundred and twelve, that is to say: three thousand eight hundred dollars shall be paid out of the moneys appropriated for the compensation of clerks, during said year, in the office of the Secretary of the Treasury; one thousand four hundred dollars shall be paid out of the moneys appropriated for the compensation of clerks, during said year, in the office of the Secretary of State; and three hundred dollars shall be paid out of the moneys appropriated for the compensation of clerks, during said year, in the office of the Secretary of War.

B.

AN ACT to grant pre-emption rights to settlers on the public lands.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled: That every settler or occupant of the public lands prior to the passage of this act, who is now in possession, and cultivated any part thereof in the year one thousand eight hundred and twenty-nine, shall be, and he is hereby authorized to enter with the register of the land office for the district in which such lands may lie, by legal subdivisions, any number of acres not more than one hundred and sixty, or a quarter section, to include his improvement, upon paying to the United States the then minimum price of said land: *Provided, however,* that no entry or sale of any lands shall be made under the provisions of this act which shall have been reserved for the use of the United States, or either of the several States in which any of the public lands may be situated.

SEC. 2. *And be it further enacted,* That if two or more persons be settled upon the same quarter section, the same may be divided between the two first actual settlers, if by a north and south or east and west line the settlement or improvement of each can be included in a half quarter section; and in such case the said settlers shall be entitled to a pre-emption of eighty acres of land elsewhere in said land district, so as not to interfere with other settlers having a right of preference.

SEC. 3. *And be it further enacted,* That, prior to any entries being made under the privileges given by this act, proof of settlement or improvement shall be made to the satisfaction of the register and receiver of the land district in which such lands may lie, agreeably to the rules to be prescribed by the Commissioner of the General Land Office for that purpose; which register and receiver shall each be entitled to receive fifty cents for his services therein. And that all assignments and transfers of the right of pre-emption given by this act, prior to the issuance of patents, shall be null and void.

Sec. 4. *And be it further enacted,* That this act shall not delay the sale of any of the public lands of the United States beyond the time which has been or may be appointed for that purpose by the President's proclamation; nor shall any of the provisions of this act be available to any person or persons who shall fail to make the proof and payment required before the day appointed for the commencement of the sales of lands, including the tract or tracts on which the right of pre-emption is claimed; nor shall the right of pre-emption contemplated by this act extend to any land which is reserved from sale by act of Congress, or by order of the President, or which may have been appropriated for any purpose whatsoever.

Sec. 5. *And be it further enacted,* That this act shall be and remain in force for one year from and after its passage.

Approved May 29, 1830. ANDREW JACKSON.

C.

(Circular.)

GENERAL LAND OFFICE, *June* 10, 1830.

GENTLEMEN: Annexed you have a copy of the act of Congress approved on the 29th ultimo, entitled "An act to grant pre-emption rights to settlers on the public lands."

This act grants to any person who actually *cultivated* a tract of the public lands in the year 1829, and who, continuing thereon, was in the *actual possession* of that tract at the date of the passage of the act, a pre-emption right to the lands, at $1.25 per acre.

The fact of the *cultivation* in 1829, and that of the *possession* of the land applied for on the 29th of May, 1830, must be established by the affidavit of the occupant, supported by such corroborative testimony as may be entirely satisfactory to you both. The evidence must be taken by a justice of the peace, *in the presence* of the register and receiver, and be in answer to such interrogatories, propounded by them, as may be best calculated to elicit the truth. The whole of the evidence must be carefully filed in the office of the register.

All lands *not otherwise appropriated,* of which the township plats are or may be on file in the register's office, prior to the expiration of the law, are subject to entry under the act.

Where the whole of the improvement is embraced in the limits of a *quarter section,* the occupant must be confined to the entry of that particular "*quarter section;*" but where the improvement is situated in different quarter sections, then the applicant is entitled to enter the two adjacent legal subdivisions or half quarters in which the improvement may lie, not exceeding one hundred and sixty acres in the whole.

In making your usual returns to this office, you will, in all cases of purchase under this act, designate them by marking on the returns and the certificate of purchase, "Pre-emption act of 1830."

With great respect, gentlemen, your obedient servant,

GEORGE GRAHAM, *Commissioner.*

The REGISTER and RECEIVER *of the land office at* ——.

D.

(Circular.)

GENERAL LAND OFFICE, *September* 14, 1830.

GENTLEMEN: Numerous interrogatories having been propounded in relation to the act of 29th May last, entitled "An act granting pre-emption rights to settlers on the public lands," I subjoin the following replies for your information and government, embracing, it is believed, all the prominent points which have yet arisen; and have to add, that if any case shall occur at your office, which, after a careful peru-

sal, appears to you not provided for in the present or former circular letter in relation to that law, you will make it a subject of a joint communication.

1st. In cases where more than two persons were settled on the same quarter section, the two first actual settlers only are entitled to the right of pre-emption under the 2d section of the act, and none others are provided for.

2d. As the law grants to any settler on the public lands who was in possession thereof at the date of the act, and cultivated the same in 1829, a right of pre-emption to lands which, having been offered at public sale, were subject to private entry at the same date, and has provided the term of one year for its operation, the question arises whether the ordinary private entries of such lands are to be suspended until the 29th May, 1831, when the occupant claims shall have been proved and filed, or whether the ordinary private entries can proceed at the hazard of interfering with the occupant within the year. This being a difficulty against which the law has omitted to provide, and it not being believed to be the intention of its framers that the ordinary private entries should be suspended for the term of one year; we must therefore so act as to make the law available to the occupant, to its full extent as to time, and also permit the ordinary private entries to proceed. It is therefore to be expressly understood, that every purchase of a tract of land at ordinary private sale to which a pre-emption claim shall be proved and filed according to law, at any time *prior* to the 30th May, 1831, is to be either null and void, (the purchase money thereof being refundable under instructions hereafter to be given,) or subject to any future legislative provisions.

Therefore, prior to your permitting any entries of land, you will have to exercise every possible precaution to prevent such interference. The only precaution that can be pointed out to you, is to require the oath, of the applicant, that, to the best of his knowledge and belief, no claim exists to the same land, as a pre-emption under the act of 29th May, 1830.

The right to enter pre-emptions within any tract of country offered at public sale, *subsequent* to the date of the act, ceases at the time of the commencement of such public sale. Therefore, all tracts remaining unsold after such public sale are of course liable to private entry in the same manner as if the pre-emption law had not been passed.

You are requested to make a report to this office on the 1st of November next, of all private sales which shall, up to that period, be found to conflict with pre-emption rights, and *monthly* reports of the same character are requested thereafter.

3d. The settler has the right to select any one of several tracts which he may have actually occupied at the date of the act, and cultivated in 1829.

4th. It is the intention and object of the law, that where two persons are settled on a quarter section, each of them should obtain his own improvements as near as practicable; and if this can be done by dividing the quarter section by an east and west or a north and south line, the register and receiver will proceed to make the division; but if such division would deprive either party of a material portion of his improvement, then the parties may be permitted to take the whole quarter section jointly, and make such division among themselves as they may prefer for their mutual interest. The entries in your books, the receiver's receipt, and the register's certificate, in such case are to be in the *joint names* of the parties, and the patent will be issued to them as tenants in common.

5th. When two or more persons have settled on a quarter section, and have relinquished their claims to one person, prior to the date of the act, those who have relinquished have no claim to a pre-emption.

6th. The act of 31st March, 1830, entitled "An act for the relief of the purchasers of the public lands, and for the suppression of fraudulent practices at the public sales of the lands of the United States," has provided the special privilege of pre-emption to the purchasers, their heirs or assignees, of all lands relinquished under any of the laws passed for the relief of purchasers of the public lands, and of such lands further credited under the relief laws passed in the years 1821, 1822, or 1823, as have since reverted to the United States by reason of nonpayment, which right extends to the 4th day of July, 1831. The privilege of entering any such lands under the general pre-emption law of 29th May, 1830, does not exist. The right of pre-emption under the act of 29th May, 1830, may, however, be claimed on that description of lands remaining unsold *which were not further credited* under any of the relief laws above mentioned, and which *have reverted* to the United States for nonpayment under the act of 10th May, 1800.

7th. It being the intention of the law to confine the privilege of pre-emption to the *tract* occupied and cultivated; to a *maximum quantity of one quarter section*, it results that where such tract is a *fraction*, containing *less* than the quantity of a quarter section, the right of pre-emption does not extend beyond the quantity of such fraction. In cases, however, where the fraction exceeds the maximum quantity, the entry is to be made conformably to the legal subdivisions, in such manner as to obtain the quantity as nearly as circumstances will admit, and to include the improvements of the occupant.

8th. Although a quarter section may be found to contain rather more than the ordinary quantity of one hundred and sixty acres, the right of pre-emption is to extend to the full quantity of such quarter section. If, however, such quarter section (situate on the north or west sides of the township in which the excesses of quantity are thrown agreeably to law) should contain so large an excess as to have rendered it necessary for the surveyor general to subdivide the same into three or more lots of eighty acres each, the party in such case is to take two adjoining lots, including his improvements.

9th. The law contemplates that payment be made for the lands claimed by the pre-emption right at the period when the proof shall be filed.

10th. Possession at the date of the act, and cultivation in 1829, are both essentially necessary to the conferring of the pre-emption privilege; the absence of either of these requisites will vitiate the claim. The building of a mill is a "*possession*," but without actual cultivation it does not confer the pre-emption privilege under the law. The extent and nature of the *cultivation* are points concerning which the law is silent. The ordinary culture of the soil, with the view to the raising of a crop *for farming purposes*, either of Indian corn, small grains, clover, cotton, tobacco, or esculent roots, is all that is to be looked to as regards the requisite "*cultivation*."

11th. An individual who mediately or immediately has acquired a title to a tract of public land which he occupies and cultivates, and who, either by accident or design, has so constructed his fence as to include part of any adjoining tract of public land, does not thereby acquire a right of pre-emption, under the law, to such adjoining tract.

12th. When the occupant is unable to pay for a full quarter section, he may be permitted to enter

the half quarter which shall include his improvements, to be either the east or west half of such quarter, the divisional line running north and south, in the ordinary mode prescribed by the act of 24th April, 1820.

I am, very respectfully, gentlemen, your obedient servant,

(Signed) J. M. MOORE, *Acting Commissioner.*

The REGISTER and RECEIVER *of the land office at* ——.

P. S. to the Receiver.—You are requested hereafter to render your quarterly accounts in a book form, of the foolscap size, the sheets of paper to be securely stitched together; and all receipts for incidental expenses, and for register's salary and commission, to be written on one or more of the last pages of the account.

E.

Circular to registers and receivers of the United States land offices, by order of the Secretary of the Treasury.

GENERAL LAND OFFICE, *July* 22, 1834.

GENTLEMEN: Annexed is a copy of an act of Congress, approved 19th June, 1834, entitled, "An act to revive the act entitled 'An act to grant pre-emption rights to settlers on the public lands,' approved May twenty-ninth, one thousand eight hundred and thirty;" together with a copy of the former act.

1st. The recent act provides "that every settler or occupant of the public lands, prior to the passage of this act, who is now in possession and cultivated any part thereof in the year 1833, shall be entitled to all the benefits and privileges provided by the act entitled 'An act to grant pre-emption rights to settlers on the public lands,' approved May 29th, 1830; and the said act is hereby revived, and shall continue in force two years from the passage of this act, and no longer;" to wit, to the 19th June, 1836.

2d. The fact of *cultivation* in *eighteen hundred and thirty-three*, and that of *possession* of the land applied for *on the nineteenth June, eighteen hundred and thirty-four*, must be established by the affidavit of the claimant, supported by such corroborative testimony of disinterested witnesses, as shall be satisfactory to you both. The evidence must be taken by a justice of the peace, *in the presence* of the register and receiver, wherever convenient, and be in answer to such interrogatories, to be propounded by them, as may be best calculated to elicit the truth; and when not convenient for the witnesses to attend before the register and receiver, the evidence is to be taken by a justice of the peace, and to be in answer to such interrogatories, to be propounded by him, as shall be best calculated to elicit the truth.

The credibility of the testimony is to be certified by the justice of the peace, and by such other persons of the neighborhood as can certify the same.

3d. Possession on the 19th June, 1834, and cultivation in 1833, are both essentially necessary to the conferring of the pre-emption privilege, the absence of either of which requisites will vitiate the claim. The building of a *mill* is a "*possession*," but without actual cultivation it does not confer the privilege under the law. The extent and nature of the *cultivation* are points concerning which the law is silent. The cultivation of a crop of grain, esculent roots, or other vegetables, of ordinary culture in the peculiar section of the country, is to be regarded as sufficient as respects the requisite of "*cultivation*," together with the ordinary fence or other suitable enclosure; or, when no crop or product has been taken from the land, and it shall appear to your satisfaction that the claimant has, in good faith, made the usual preparations for a crop; as, when he shall have cleared ground and enclosed the field, and ploughed the soil preparatory to the ensuing seed-time, and with intent to sow or plant, such shall be regarded and taken as a sufficient cultivation to entitle him to the benefit of the act.

The erection of a dwelling-house for the purposes of habitation, will be regarded as a requisite of "possession."

4th. The provisions of the act are not available to any person or persons who shall fail to make the proof and payment required, before the day appointed for the commencement of the sales of lands, including the tract or tracts on which the right of pre-emption is claimed; nor can the right of pre-emption extend to any land which is reserved from sale by act of Congress, or by order of the President, or which by law may have been appropriated for any purpose whatsoever.

5th. Should any tract of land, subject to private entry at the date of the act, be entered at ordinary private sale, and a pre-emption claim be duly established thereto within the term of two years from the date of the act, the former entry is null and void. And the register and receiver are hereby required to make *monthly reports* of all such interfering sales, designating the tract, date of sale, name of purchaser, quantity of acres, and purchase money; also, name of pre-emptor, and date when satisfactory proof of pre-emption was admitted. On such reports orders for repayment will be issued.

6th. Where a person inhabits one quarter section, and cultivates another, he shall be permitted to enter the one or the other, at his discretion, provided such occupant shall designate within *six months* from the passage of this act, (viz: from 19th June, 1834,) the quarter section of which he claims the pre-emption, and file in the office of the register a relinquishment of the right of entry to the other; but in all cases where those six months will expire before the date of the public sale of the township including such claim, the designation and relinquishment must be made prior to the day of such sale.

7th. Where an improvement is situate in different quarter sections, the claimant is entitled to enter such two adjacent legal subdivisions, viz: the east and west half quarters as will include his improvement.

8th. Where an improvement is situate on a fraction containing less than the quantity of a quarter section, such fraction must be taken *in lieu of an entire quarter* section. Should the fraction contain more than the quantity of a quarter section, the claimant will be permitted to take *according to the legal subdivisions* of such fraction, so as to include his improvements, and obtain the quantity of one hundred and sixty acres, as nearly as practicable, without any further subdivision.

9th. In cases where two or more persons are settled on the same quarter section, the two *first actual settlers* who cultivated in 1833, and had possession on 19th June, 1834, are entitled to the right of pre-emption. If an equal division of such quarter by a north and south or east and west line will not secure to each party his improvements, they must become joint *purchasers* and *patentees* of the entire quarter

section; if otherwise, it will be divided so as to secure to the parties respectively their improvements; in either case, the said settlers shall each be entitled to a pre-emption of eighty acres of land elsewhere, in said land district, so as not to interfere with other settlers having a right of preference.

10th. You are requested to make monthly reports of those cases where two persons obtain a pre-emption on the same quarter section.

11th. Transfers of pre-emption rights, prior to the issuing of patents, will not be recognized.

12th. The act of 29th May, 1830, applied only to lands to which the Indian title was extinguished *at that date;* hence the right of pre-emption to lands to which the Indian title was extinguished *subsequent to that date* can be claimed only in virtue of cultivation in 1833, and possession on 19th June, 1834.

13th. In making your usual returns to this office, you will in all cases of purchases under this act designate them, by marking on the returns the certificate of purchase and receipt thus: "*Pre-emption act of* 1834." Separate returns and a distinct series of numbers for pre-emption "receipts" and "certificates" are *not admissible.*

14th. Inasmuch as the ordinary private entry of lands, subject thereto at the date of the act, must be permitted to proceed at the hazard of interfering with the pre-emption claims which may be established within the two years allowed by the act, it is indispensably necessary, by way of precaution, to require each applicant at private sale to file with his written "application," an affidavit to the following effect, to wit:

"I do solemnly swear, (or affirm,) that since the 1st day of January, 1834, viz: on or about the —— day ——, I personally inspected the tract of land designated in the next application, viz: the —— quarter of section No. ——, in township No. ——, of range No. ——, in the district of lands subject to sale at ——, and that there was not, at that time, any person residing thereon, or cultivating the same; and I do not believe that any pre-emption right exists thereto, either under the act of 29th May, 1830, or that of 19th June, 1834."

In case the party applying to purchase did not personally inspect the tract, he may be permitted to file, in the above form, the oath or affirmation of any person who alleges to have made such personal inspection; and in all cases you must be satisfied of the credibility of such testimony.

15th. Where the occupant alleges that he is unable or unwilling to pay for a full quarter section, he may be permitted to enter the half quarter which shall include his improvements; to be either the east or west half of such quarter; the divisional line running north and south, in the mode prescribed by the act of 24th April, 1820; but in such case he will be required to file a relinquishment of his further right of pre-emption of the quantity authorized by the act.

16th. You are each entitled by law to receive from the party interested a fee of fifty cents on each case of pre-emption admitted under the act.

17th. The evidence adduced in support of pre-emption rights admitted under this act, and also the oaths required of purchasers at ordinary private sale, are to be carefully enclosed in the appropriate certificates of purchase, and transmitted therewith to this office, accompanied by your joint certificate *as to the credibility of the witnesses.*

The evidences adduced in support of *cases not admitted* are to be carefully filed in the register's office, with suitable endorsements thereon.

18th. By the 3d section of the act of 19th June, 1834, persons residing on the public lands and cultivating the same prior to the year 1829, but who were deprived of the advantage of the act of 29th May, 1830, by reason of the construction given to the same by the Secretary of the Treasury, are authorized to enter, at the minimum price, one quarter section of the public lands within said land district. This provision can be available only to those whose right to a pre-emption in virtue of cultivation and possession prior to 1829 shall be established by satisfactory proof; and who, from any cause originating in the restrictions and limitations imposed by the Secretary of the Treasury, which have not had a remedy by the act of 14th July, 1832, or that of 2d March, 1833, have been deprived of the advantages of the act of 1830. When such cases shall be presented you will specially report them, with all the testimony, for the decision of the department.

19th. Where floating rights to eighty acres are granted under this act, they must be located and paid for at the time of entry of the tracts on which such floating rights accrue.

In the execution of the act, the utmost vigilance and diligence on your part are requisite to detect fraud, and determine the character and credibility of the testimony. A faithful and impartial discharge of your duty are alike essential to protect the government from imposition, and the honest claimant in his right.

I am, very respectfully, gentlemen, your obedient servant,

ELIJAH HAYWARD, *Commissioner.*

P. S.—It will be proper to give publicity to the law and to these instructions, by distributing copies of this circular throughout your land district; for which purpose a number of copies will be furnished. It is also desirable that the newspapers published in your district should *gratuitously* publish the same for the information of the community.

The forms of journal and ledger now used by the register and receiver will be discontinued from and after the 1st of October next. A form of *ledger* to be substituted by the receiver will be furnished as soon as practicable.

AN ACT to revive the act entitled "An act to grant pre-emption rights to settlers on the public lands," approved May twenty-nine one thousand eight hundred and thirty.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That every settler or occupant of the public lands, prior to the passage of this act, who is now in possession and cultivated any part thereof in the year one thousand eight hundred and thirty-three, shall be entitled to all the benefits and privileges provided by the act entitled "An act to grant pre-emption rights to settlers on the public lands," approved May twenty-nine, one thousand eight hundred and thirty; and the said act is hereby revived, and shall continue in force two years from the passage of this act, and no longer.

SEC. 2. *And be it further enacted,* That where a person inhabits one quarter section and cultivates another, he shall be permitted to enter the one or the other at his discretion: *Provided,* such occupant

shall designate, within six months from the passage of this act, the quarter section of which he claims the pre-emption under the same.

SEC. 3. *And be it further enacted*, That all persons residing on the public lands and cultivating the same prior to the year eighteen hundred and twenty-nine, and who were deprived of the advantages of the law passed on the twenty-ninth May, eighteen hundred and thirty, by the constructions placed on said law by the Secretary of the Treasury, be, and they are hereby, authorized to enter, at the minimum price of the government, one quarter section of the public lands within said land district.

Approved June 19th, 1834.

ANDREW JACKSON.

NOTE.—The act approved 29th May, 1830, was appended to this circular; for which see document B herewith.

F.

To registers and receivers of United States land offices.—Supplemental instructions under the pre-emption law of 19th June, 1834. By order of the Secretary of the Treasury.

GENERAL LAND OFFICE, *October* 23, 1834.

GENTLEMEN: In consequence of representations made to the department respecting the operation of the third clause of the instructions contained in the circular letter of the 22d July last, I have to inform you that the Secretary of the Treasury, unwilling to withhold the advantages of the late pre-emption law from applicants who may have meritorious and substantial claims to its benefits, and who, by reason of circumstances peculiar in their character, have no actual residence on the land claimed, has concluded so to modify the instruction complained of as to admit as exceptions from the general principles, such cases of the character referred to as, in the exercise of a sound and liberal discretion on your part, shall appear from facts, satisfactorily proved, to come within the meaning and intent of the act. The following are cited as examples of the cases expressly referred to:

1st. Where the cultivation may have been made by an unmarried person, without family, boarding and lodging with another family resident on a tract adjoining, or in the immediate vicinity of his improvements; or by a married person living in a similar manner; where there has been actual and bona fide intention to reside on the land cultivated, but where the preparation was not complete, or the intention was frustrated by unavoidable accident; where the tract cultivated may have been a necessary and integral portion of a farm or plantation of an individual residing on an adjoining tract, and where, without the aid of the proceeds of such additional cultivation, he could not have maintained himself and family, and continued to reside where he did; or where, by reason of the unhealthy location of the lands cultivated, the individual may have fixed his residence on a neighboring tract. In all these cases, and others analogous in their circumstances and spirit, where the facts are distinctly proved, and where, in the exercise of a sound and liberal discretion, you are satisfied that they come within the meaning and intent of the law, the third clause of the circular letter referred to, which regards the erection of a dwelling-house for the purposes of habitation as a requisite of "*possession*," is modified so as to admit the right of entry.

2d. No pre-emption right to section No. 16, reserved for schools, can be sustained under existing laws, nor will the act of 19th June, 1834, admit of a floating right of pre-emption elsewhere, in virtue of a settlement and improvement in the sixteenth section. Individual claimants considering themselves aggrieved under such circumstances, will have to prefer their claims to Congress.

3d. Where an individual establishes a right of pre-emption to a fractional section containing less than one hundred and sixty acres, or to a half quarter section, the other half of which was sold previous to the date of the act, or to a *residuary* quarter *quarter* of a section, (which residuary quarter quarter must have been made such by locations made under the act of 5th April 1832, inasmuch as quarter quarters of sections cannot originally be selected, as such, under the pre-emption law,) in all such cases the fraction, the half quarter, or the quarter quarter is to be regarded as a separate and distinct tract, beyond the quantity of which the party can claim no right to locate elsewhere, or on adjoining lands; but in cases where two or more individuals are settled on any one such tract, the *two first actual settlers* are entitled to enter *in their joint names*, and each of these two is entitled to receive a floating right to eighty acres elsewhere.

4th. Where A settled on and cultivated a tract of public land in 1833, and prior to the 19th of June, 1834, sold his right to B, who continued to improve and occupy the same on that day, B is regarded as entitled to the benefits of the act.

5th. Where A cultivated a tract of public land in 1833, and had placed B thereon, as a tenant in possession, who continued to improve and cultivate the same on the 19th June, 1834, A is regarded as entitled to the right of pre-emption, on due proof of cultivation and occupancy as required by the act. But in case A, *prior* to the year 1833, had placed a tenant on a tract of public land, who cultivated and possessed agreeably to the tenor of the act, the right of pre-emption is to accrue to the tenant.

6th. The testimony heretofore required to be taken before a justice of the peace may also be taken before a notary public, or any other officer duly qualified to administer oaths.

7th. Where there were more than two actual settlers on a tract, floating rights accrue to the *two first* actual settlers, and to *none of the others*.

8th. Quarter quarters of sections are created only by the operation of the act of 5th April, 1832, entitled "An act supplementary to the several laws for the sale of public lands."

The right to enter and make payment for quarter quarters of sections (lots of forty acres) under the act of 19th June, 1384, can be claimed only in cases where residuary quarter quarters are found to exist in a section, they having been created separate and distinct legal subdivisions by the peculiar operation of the act of 1832.

☞ While on this subject I have to mention that, on inspecting the names of purchasers, it is appre-

hended that due caution is not observed by registers in operating under the act of 1832, which provides that no one individual can enter more than eighty acres in tracts of forty acres. Increased vigilance is strictly enjoined in this respect, and in order to *insure* a strict compliance with the law, the register is hereby required to keep an alphabetical list of the names of purchasers of quarter quarters of sections, which list must always be referred to, as a check, prior to the admission of entries of land in that mode under the act aforesaid.

9th. In cases where individuals have settled on public lands since the passage of the act of 19th June, 1834, the form of affidavit prescribed in the 14th clause of the circular letter of 22d July last may be varied to suit the peculiar circumstances of such case, by striking out the words "*and that there was not, at that time, any person residing thereon, or cultivating the same,*" and inserting, in lieu thereof, all the facts in the case as they are found to exist.

10th. Military land scrip cannot, under existing laws, be located on any public lands settled or occupied "*without the written consent of such settlers or occupants*" as may be actually residing "on said lands at the time the same shall be entered or applied for." Such settlement or occupancy, therefore, although it may or may not have reference to any existing pre-emption privilege, is a bar to the location of the scrip, without the written consent of the settler or occupant. The form of the affidavit prescribed for such cases by the circular letter of 2d October, 1833, will substantially remain unaltered; but in cases where individuals are desirous of locating scrip, it is not deemed necessary to require from them two separate affidavits; one under the circular of the 2d October, 1833, and another under the 14th clause of the circular of 22d July last; but the substance of both those forms may be incorporated into one affidavit.

11th. Payment is to be required in all cases arising under the late pre-emption law *at the time the right of entry is admitted.* In cases arising under the third section, or in such as may be of doubtful character, and which you may deem it necessary to refer for the decision of the department, payment will not be required until a favorable decision is communicated; meanwhile the land claimed is to be withheld from sale.

I am, very respectfully, your obedient servant,

ELIJAH HAYWARD,
Commissioner of the General Land Office.

P. S.—It has been the usual practice of this office to acknowledge the receipt of the monthly and quarterly returns. Henceforward that practice, which consumes time and creates unnecessary labor, will be discontinued. If returns are not promptly rendered, the reason of the delay will be promptly demanded.

The register is requested to report to the surveyor general lists of such township plats as require renewal in consequence of mutilation or defacement, and also to forward to this office a copy of such report.

The "*quarterly account book*" described in the circular letter of 28th August last, for the use of receivers, and also a supply of *printed blanks* for making quarterly returns to this office, (in lieu of the form of quarterly accounts heretofore in use,) have both been forwarded by mail some weeks since.

G.

Circular to the registers and receivers of the United States land offices.

GENERAL LAND OFFICE, *May* 8, 1832.

GENTLEMEN: The following is a copy of the act of Congress, approved on the 5th of April, 1832, entitled "An act supplementary to the several laws for the sale of public lands."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the first day of May next, all the public lands of the United States, when offered at private sale, may be purchased, at the option of the purchaser, either in entire sections, half sections, quarter sections, half quarter sections, or quarter quarter sections; and, in every case of a division of a half quarter section, the line for the division thereof shall run east and west; and the corners and contents of quarter quarter sections which may thereafter be sold shall be ascertained, as nearly as may be, in the manner and on the principles directed and prescribed by the second section of an act entitled "An act concerning the mode of surveying the public lands of the United States," passed on the 11th day of February, 1805; and fractional sections, containing fewer or more than one hundred and sixty acres shall in like manner, as nearly as may be practicable, be subdivided into quarter quarter sections, under such rules and regulations as may be prescribed by the Secretary of the Treasury: *Provided,* that this act shall not be construed to alter any special provision made by law for the sale of land in town lots: *And provided, also,* that no person shall be permitted to enter more than one half quarter section of land under this act, in quarter quarter sections, in his own name, or in the name of any other person, and in no case unless he intends it for cultivation, or for the use of his improvement; and the person making application to make an entry under this act shall file his or her affidavit under such regulations as the Secretary of the Treasury may prescribe, that he or she makes the entry in his or her own name, for his or her own benefit, and not in trust for another: *Provided further,* that all actual settlers, being housekeepers, upon the public lands shall have the right of pre-emption to enter within six months after the passage of this act, not exceeding the quantity of one half quarter section, under the provisions of this act, to include his or their improvements, under such regulations as have been, or may be prescribed by the Secretary of the Treasury; and in cases where two persons shall live upon the same quarter section, subject to be entered under the provisions of this act, each shall have the right to enter that quarter quarter section which includes his improvements.

Under the provisions of this act, no person is permitted to enter more than one half quarter section in quarter quarter sections in his own name, or in the name of any other person; and in no case, unless he intends it for cultivation, or for the use of his improvement.

The following is the form of the affidavit (prescribed by the Secretary of the Treasury, in pursuance

of the requirements of the act) which is to be attached to and filed with the application for the entry of the one or two quarter quarter sections, as may be desired, under the privileges conferred by the act.

I (or we) do solemnly swear (or affirm) that the land above described is intended to be entered for my (or our) personal benefit, and not in trust for another; and that the same is intended for the purposes of cultivation, or (as the case may be) for the use of my (or our) improvement, situate on the , of section No. , township No. , range No. .

This affidavit is to be made before a justice of the peace, or other officer legally authorized to administer oaths.

Pre-emption privilege in favor of housekeepers on the public lands.

The act further provides that "all actual settlers, being housekeepers, upon the public lands, shall have the right of pre-emption to enter within six months after the passage of this act, not exceeding the quantity of one half quarter section, under the provisions of this act, to include his or their improvements, under such regulations as have been or may be prescribed by the Secretary of the Treasury; and in cases where two persons shall live upon the same quarter section, subject to be entered under the provisions of this act, each shall have the right to enter that quarter quarter section which includes his improvement."

The proof to be adduced to you that the party applying for the benefit of the act is rightfully entitled thereto, is his or her own affidavit before a magistrate, or other officer duly authorized by law to administer oaths, setting forth the fact that he or she is an actual settler and housekeeper on *public* lands, *(not on lands already purchased from the government,)* and that the half quarter section applied for includes his or her improvement, which affidavit is to be sustained by the affidavits of one or more *disinterested persons,* substantiating the fact to your entire satisfaction.

Form of the affidavit.

I do solemnly swear that I am an actual settler and a housekeeper on a tract of public land, viz: the quarter of section No. , in township No. , of range No. , and hereby apply to enter the quarter of the said section, under the provisions of the act of Congress, approved on the 5th of April, 1832, entitled "An act supplementary to the several laws for the sale of public lands," which will include my improvement.

The operation of this pre-emption privilege in favor of housekeepers will exist until the *fifth* day of October next, and I have it in charge from the Secretary of the Treasury to inform you that this privilege must not have the effect to stay or interfere with either public sales or private entries of lands during the same period.

Where the right of pre-emption exists to lands not at this date subject to private entry, and that will be offered at public sale prior to the 5th October next, the evidence of claim under the act must be filed with you, and the purchase money paid prior to the day of the public sale, otherwise the pre-emption will not be recognized.

In order to prevent collision between the ordinary private entries and the pre-emption rights intended to be secured to housekeepers by the act, the Secretary of the Treasury directs that in all cases of applications to make private entries within the term of six months, ending on fifth October next, the applicant (not being the pre-emptor) be required to make affidavit in the following mode and form, viz:

I do solemnly swear (or affirm) that the tract of land intended to be applied for, viz: the ——— quarter of section No. ———, township No. ———, range No. ———, in the district of lands subject to sale ———, is not, to the best of my knowledge and belief, subject to any claim by pre-emption right under the provisions of the act of Congress passed on the 5th April, 1832, entitled "An act supplementary to the several laws for the sale of public lands."

"In cases where two persons shall live on the same quarter section, subject to be entered under the provisions of this act, each shall have the right to enter that quarter quarter section which includes his improvements;" and should any cases exist where the improvements of both parties fall within the same quarter quarter section, they must apply *jointly* for the purchase of the land which they are respectively entitled to enter under the law. The receiver's receipt and register's certificate will issue in their *joint names,* and they will become co-patentees, and thereby be enabled to make such division of the tract as may be mutually satisfactory to them.

Of the subdivisions into quarter quarter sections.

The act of the 24th April, 1820, entitled "An act making further provision for the sale of the public lands," authorizes the subdivision of quarter sections into half quarter sections, by a line supposed to be run north and south, from points to be ascertained on the principles laid down by the act of 11th February, 1805, entitled "An act concerning the mode of surveying the public lands of the United States." Such points are intermediate between the established corners on the lines running east and west.

Under the provisions of the act of 5th April, 1832, the corners and contents of quarter quarter sections must be ascertained on the principles of the act of 11th February, 1805, by lines running *east* and *west.* Such east and west lines must therefore be supposed to run through the section from intermediate points between the established corners on the sectional lines which form the eastern and western boundaries of the section, so as to divide each half quarter section into two equal parts. Therefore the contents of a quarter quarter section are to be assumed as the one-half of the contents of a half quarter section.

In cases where the sectional lines diverge from the cardinal points, the divisional line to constitute the quarter quarter sections will be considered as running parallel to the line forming the northern or southern boundary of the section: for instance, the line constituting quarter quarter sections in the two southern quarter sections is to be considered as running parallel to the *southern boundary* of the section; and the line constituting quarter quarter sections in the two northern quarter sections is to be considered as running parallel to the *northern boundary* of the section; starting in each case from points intermediate between the established corners in the eastern boundary of the section, and running west to join the corresponding intermediate points between the established corners in the line forming the western boundary of the section.

The act of 5th April, 1832, prescribes that "fractional sections containing fewer or more than one hundred and sixty acres shall, *in like manner,* as nearly as may be practicable, be subdivided into quar-

ter quarter sections, under such rules and regulations as may be prescribed by the Secretary of the Treasury." The Secretary directs that the subdivision of fractional sections shall be made by the surveyors general into lots containing the quantity of a quarter quarter section, as nearly as practicable; by which subdivisions you will be governed.

Of the practical operations on the books and maps.

The tract books, as now opened, admit of the entry of sections by half quarters. Where it is practicable to *interline* the entries of the quarter quarter sections in a suitable manner, (which can be the case only where the handwriting is small and neat,) an interlineation will answer the purpose. In those cases where the entry in the tract book has been for a quarter or half section, such of the spaces opened for the entry of the same quantity in eighths as remain vacant may be occupied by the entry of the quarter quarter sections.

Where it is from any cause inexpedient to *interline* the entries of quarter quarter sections in the regular tract book, they will have to be entered into a "*miscellaneous tract book*" as they occur *in the order of their dates:* and a reference must be made in the place where such entry ought to appear in the regular tract book to the number of the receiver's receipt issued on payment for the quarter quarter section, which proceeding will always furnish the means of tracing up the entry.

The map is to be marked in such case with the number of the receiver's receipt, corresponding in number with the register's certificate of purchase for the same tract.

The quarter quarter sections are to be described as the northeast, northwest, southeast, and southwest quarters of the northeast, northwest, southeast, or southwest quarters, as the case may require; and the subdivision of fractional sections into quarter quarter sections, as nearly as practicable, are to be designated in the mode to be indicated by the surveyor general in the plat of subdivision which he is required to furnish you.

The register is requested to furnish the surveyor general, as soon as practicable, with a schedule of the fractional sections and parts of fractional sections remaining unsold, and which are liable to be subdivided under the provisions of the act of 5th April, 1832.

I am, very respectfully, gentlemen, your obedient servant,

ELIJAH HAYWARD.

To the REGISTER *of the Land Office* and RECEIVER *of Public Moneys at* ——.

II.

Circular to registers and receivers of the United States land offices.

GENERAL LAND OFFICE, *May* 17, 1833.

GENTLEMEN: Subjoined is the copy of an act of Congress, approved on the 2d March last, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,' approved the 5th April, 1832."

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That in all cases in which persons were settlers or occupants of the public lands, prior to the 1st day of May, 1832, and were authorized to enter under the provisions of the act entitled 'An act supplementary to the several laws for the sale of public lands,' approved April 5th, 1832, and were prevented from making their entries in consequence of the public surveys not having been made and returned, or where the land was not attached to any land district, or where the same has been reserved from sale in consequence of a disputed boundary between two States, or between a State and Territory, the said occupants shall be permitted to enter the said lands on the same conditions, in every respect, as were prescribed in said act, *within one year* after the surveys are made, or the land attached to a land district, or the boundary line established; and if the land shall be proclaimed for sale before the expiration of one year, as aforesaid, then the said settlers or occupants shall be permitted to enter before the sale thereof."

The provisions of the above act give the right of pre-emption to *two quarter quarter sections,* to such persons as were entitled to the benefits of a pre-emption entry of two quarter quarter sections of land, under the act of the 5th April, 1832, but who were prevented from making an entry from the operation of the causes stated, viz:

1st. Where the public surveys were not made and returned prior to the 5th October, 1332; or

2d. Where the land was not attached to any land district; or

3d. Where the land has been reserved from sale, in consequence of a disputed boundary between two States, or between a State and Territory.

The proof to be adduced to you, that the party applying for the benefit of the act is rightfully entitled thereto, is his or her affidavit, before a magistrate or other officer duly authorized by law to administer oaths, setting forth the fact that he or she is an actual settler and housekeeper on public lands, (not on lands already purchased from the government,) and that the half quarter section applied for includes his or her improvement; which affidavit is to be sustained by the affidavit of one or mere disinterested persons substantiating the facts to your entire satisfaction.

Form of the affidavit.

I do solemnly swear (or affirm) that I am an actual settler and housekeeper on a tract of public land, viz: the quarter of section No. , in township No , of range No. , and hereby apply to enter the quarter of said section, under the provisions of an act of Congress, approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which will include my improvement. And I do further swear (or affirm) that I have not entered under this act, or under the act of the 5th April, 1832, to which it is supplemental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

In order the further to guard against the violation of the act of the 5th April, 1332, by persons entering more than two quarter quarter sections, the Secretary of the Treasury has directed that the following affidavit be made before a justice of the peace, or any other officer legally authorized to administer oaths, prior to all entries to be made under that act.

Form of affidavit.

I (or we) do solemnly swear (or affirm) that the land above described, is intended to be entered for my (or our) personal benefit, and not in trust for another; and that the same is intended for the purposes of cultivation (or as the case may be) for the use of my (or our) improvement, situated on the of section No. , of township No. , of range No. , and that I (or we) have not entered under the act of 5th April, 1832, or under the act of the 2d March, 1833, at this or any other land office of the United States, any land in quarter quarter sections, in my (or our) name, or in the name of any other person.

I am, very respectfully, your obedient servant, ELIJAH HAYWARD.

To the REGISTER and RECEIVER *of the land office at* ——.

I.

Notice to the officers and soldiers of the Virginia line and navy, and of the Continental army of the revolutionary war.

AN ACT for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army during the revolutionary war.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the officers and soldiers, sailors and marines, who were in the service of Virginia, on her own State establishment during the revolutionary war, and who were entitled to military land bounties by the laws and resolutions of that State, their heirs and assigns, shall be and they are hereby authorized to surrender to the Secretary of the Treasury of the United States, such of their warrants for said land bounties as shall remain unsatisfied, in whole or in part, and to receive certificates or scrip for the same, at any time before the first day of January, in the year one thousand eight hundred and thirty-five; which certificates or scrip shall be issued by the said Secretary, and signed by him, and countersigned by the Commissioner of the General Land Office, in the following manner, that is to say: There shall be a separate certificate or scrip for such sum as shall, at the time of issuing the same, be equal to the then minimum price of each quantity of eighty acres of land due by such warrant, and remaining unsatisfied at the time of such surrender; and a like certificate or scrip for such sum as at the time shall be equal to the minimum price of the quantity that shall so remain unsatisfied, of any such warrant after such subdivision of the amount into quantities of eighty acres. And where any such warrant shall have been lost or mislaid by time and accident, it shall and may be lawful for the party desiring to surrender the same, to surrender an official copy thereof, certified under the seal of the land office of Virginia, with the affidavit of the party endorsed upon or accompanying the same, stating that such warrant has been lost or mislaid, and that the original hath not been sold or transferred, to the knowledge or belief of the party so surrendering, or his or her guardian.

SEC. 2. *And be it further enacted,* That it shall be the duty of the Commissioner of the General Land Office to request the executive of Virginia to furnish him with a statement of all such warrants, within the purview of this act, as have already issued, showing the number and date of each warrant, and the quantity of acres granted by each, and also a monthly statement of the same description, showing the number, date and quantity of such warrants as shall hereafter be granted. And no warrant shall be taken to be within the provisions of this act which shall hereafter be granted, unless the executive of Virginia shall cause a certificate to be endorsed thereon, signed by some proper officer, stating that the party to whom such warrant shall be so granted, his, her, or their ancestor or devisor was entitled thereto by some law or resolution of the said State, in force at the time of the deed of cession by the State of Virginia to the United States.

SEC. 3. *And be it further enacted,* That before the Secretary of the Treasury shall issue the scrip required by the provisions of this bill, the applicants shall produce to him the certificate of the register of the land office in Kentucky, and the certificate of the surveyor of the military lands of the Virginia line, that the warrant (when the original is presented; or the copy, when the original has been lost or destroyed,) has not been located, surveyed or patented in Kentucky, attested by the seal of his office.

SEC. 4. *And be it further enacted,* That the certificates or scrip to be issued by virtue of this act shall be receivable in payment for any lands hereafter to be purchased at private sale, after the same shall have been offered at public sale, and shall remain unsold at any of the land offices of the United States, established or to be established in the States of Ohio, Indiana and Illinois. And all such certificates or scrip as shall be issued by virtue of this act shall be assignable, by endorsements thereon, attested by two witnesses: *Provided,* that all certificates or scrip to be issued in virtue of any warrant hereafter to be granted, shall be issued to the party originally entitled thereto, or his heir or heirs, devisee or devisees, as the case may be.

SEC. 5. *And be it further enacted,* That the provisions of this act shall be deemed and taken to extend to all such officers, soldiers, sailors, marines, chaplains, musicians, surgeons and surgeons' mates, in the land or sea service of the State of Virginia during the revolutionary war, and generally to every person to whom the State has engaged to pay a land bounty for services in that war, of any description, by any law or resolution passed before, and in force at the date of the said deed of cession; except only such persons as are mentioned in, and provided for, by the reservation contained in the said deed of cession in favor of the officers and soldiers of the said State on Continental establishment: *Provided,* that no scrip issued under the provisions of this act shall entitle the holder to enter or purchase any settled or occupied lands, without the written consent of such settlers or occupants as may be actually residing on said lands at the time the same shall be entered or applied for: *And provided, also,* that the amount of land thus located shall not exceed two hundred and sixty thousand acres.

SEC. 6. *And be it further enacted*, That the provisions of the first and fourth sections of this act shall extend to and embrace owners of military land warrants issued by the United States in satisfaction of claims for bounty land for services during the revolutionary war; and that the laws heretofore enacted, providing for the issuing said warrants, are hereby revived and continued in force for two years.

SEC. 7. *And be it further enacted*, that the provisions of this act shall also be deemed and taken to extend to all the unsatisfied warrants of the Virginia army on Continental establishment: *Provided*, that the quantity thereof shall not exceed fifty thousand acres, in addition to the two hundred and sixty thousand acres heretofore authorized to be located by their State line.

A. STEVENSON,
Speaker of the House of Representatives.

J. C. CALHOUN,
Vice-President of the United States and President of the Senate.

Approved May 30, 1830.

ANDREW JACKSON.

J.

Circular to land officers in Ohio, Indiana and Illinois.

TREASURY DEPARTMENT, *General Land Office, November* 16, 1830.

GENTLEMEN: Under the provisions of an act of Congress, approved on the 30th day of May last, entitled "An act for the relief of certain officers and soldiers of the Virginia line and navy and of the Continental army during the revolutionary war," there will be issued from this department, certificates or scrip for such sum ($100) as is equal to the minimum price of the public lands for each quantity of eighty acres remaining unsatisfied of each land warrant, and a certificate for such fractional quantity as may remain after the subdivision of each warrant into portions of eighty acres.

The 4th section of the act referred to provides that the certificates of scrip to be issued under said act "shall be receivable in payment of any lands hereafter to be purchased at *private sale*, after the same shall have been offered at public sale, and shall remain unsold at any of the land offices of the United States, established or to be established in the States of Ohio, Indiana and Illinois; and all such certificates or scrip as shall be issued by virtue of this act shall be assignable by endorsement thereon, attested by two witnesses."

The 5th section of the act provides, in the following words, "that no scrip issued under the provisions of this act shall entitle the holder to enter or purchase any settled or occupied lands without the written consent of such settlers or occupants as may be actually residing on said lands at the time the same shall be entered or applied for."

In order to govern your conduct in the receiving of this scrip, I have to call your attention to the following general rules:

First—As to location.

The law forbids the application of scrip to the entering of lands occupied by persons actually residing thereon, without the written consent of such settler or occupant.

As you can have no means of ascertaining whether the lands are occupied or not, it becomes indispensably necessary to require from the party intending to locate an affidavit as to the occupancy or vacancy of the land required to be entered.

If the party intending to appropriate land by the application of this scrip should produce the "*written consent*" of the individual purporting to be the occupant thereof, he must also file his own affidavit, setting forth that the person so purporting to be the occupant is, to the best of his knowledge and belief, the *bona fide* and *sole occupant* of the tract of land so intended to be entered.

If, on the contrary, the party intending to appropriate land by the application of this scrip should assert that there is no occupant or person residing thereon, he must be required to file an affidavit, substantially in the form following, viz:

I, , being desirous of locating the half of quarter of section No. , in township No. , in range No. , in the district of lands subject to sale at , by applying in payment thereof a certain certificate (or certificates) of military land scrip, do hereby solemnly swear (or affirm) that, from my own knowledge of the fact, after actual inspection of the said tract of land, on or about the day of , there was not, at that time, any person or persons residing thereon; and that I do verily believe there is no person residing thereon at this present time, or having claim of pre-emption thereto, under the act of 29th May, 1830, entitled "An act granting pre-emption rights to settlers on the public lands, in virtue of having cultivated the soil in 1829, and having had possession thereof on the 29th of May, 1830."

Second—As to the surrendering of the scrip.

The scrip is assignable by endorsement thereon, attested by *two witnesses.*

When the parties in whose favor the scrip is issued shall employ an agent to locate the same, they can accomplish that object by power of attorney, authorizing such agent to make the location and to endorse the scrip.

The power of attorney is to be duly executed before a notary public, or justice of the peace, whose authority as such is to be certified by the clerk of the proper court, under his official seal.

In case the parties in whose favor the scrip is issued wish to employ an agent to make the location without the formality of a letter of attorney, they may adopt the simple method of assigning the scrip to the agent, in the words following, or equivalent thereto, viz:

I (or we) do hereby assign all my (or our) right, title, and interest of, in, and to the within certificate, to .

(Signed) A. B.
Witnesses, C. D.
E. F.

Or, I (or we) do hereby assign all my (or our) right, title, and interest of, in, and to the within certificate, to , for the only purpose of relinquishing the same to the United States, in payment of such lands as he may enter in my (or our) name.

(Signed) A. B.

Witnesses, C. D.
E. F.

In all cases when scrip is surrendered at the land office, whether by the parties entitled thereto or by their agents, the following form of relinquishment, or one equivalent thereto, is to be endorsed on the certificate, viz.:

I (or we) do hereby relinquish to the United States the within certificate, in payment (or in part payment, as the case may be) of the half of the quarter of section No. , in township No. , of range No. , located in the name of , at the land office at , this day of , 183 .

(Signed) A. B.

Witnesses, C. D.
E. F.

Where there are several parties named in a certificate, and the endorsement of the whole of them cannot be made at one and the same time in the presence of the same two witnesses, the witnesses are to indicate the names of the parties signing at the time of the attestation, thus:

Witnesses, A. B.
C. D.,

As to the signatures of E. F., J. K., L. M, or

As to the signature of each of the parties named in the within certificate, in cases where all the parties are present. These remarks should be in the handwriting of one of the witnesses.

The powers of attorney are to be duly endorsed, numbered, and filed away in the receiver's office, and he is to make an endorsement on each certificate or scrip located under power of attorney, as follows:

A power of attorney in this case, duly executed as required, has been filed in this office, and numbered.

(Signed) A. B., *Receiver*

Third—As to the forms of office in operating on the scrip.

The receipts given by the receiver are to indicate, by endorsements thereon, the fact of the payment being made, either wholly or in part, by military land scrip. In like manner, when occasion requires it, the receipts are to indicate the payment made in forfeited land stock, issued under the acts of 1828 and 1830. The cash and stock accounts of each of your offices will exhibit, in one column of stock, the amount of military land scrip and forfeited land stock embraced by each payment, without discrimination of the different denominations. The receiver is, however, required to keep a register of stock and scrip, which will make the necessary discrimination between the different classes in separate columns.

A transcript from this register is to be transmitted to this office by the receiver at the end of every month, and will form a component part of his regular monthly returns.

Blanks for these monthly returns will be speedily forwarded, and a portion of them will be bound into a book, to form the register alluded to.

The quarterly cash and stock accounts of the receiver, and the regular monthly returns of sales rendered by both your offices, are to indicate at the footing thereof the amount of military land scrip, and also the amount of the forfeited land stock of the acts of 1828 and 1830, respectively, received during each month and quarter.

The receiver's monthly account current, rendered to the Secretary of the Treasury and to this office, will also indicate the respective aggregate amount of scrip and stocks received during the month.

I am, very respectfully, gentlemen, your obedient servant,

ELIJAH HAYWARD, *Commissioner.*

The REGISTER *of the Land Office* and RECEIVER *of Public Money.*

K.

AN ACT to extend the time of issuing military land warrants to officers and soldiers of the revolutionary army.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the time allowed for issuing military land warrants to the officers and soldiers of the revolutionary army shall be extended to the first day of January, eighteen hundred and thirty-five.

SEC. 2. *And be it further enacted,* That the further quantity of three hundred thousand acres of land be, and the same is hereby, appropriated in addition to the quantity heretofore appropriated by the act entitled "An act for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army during the revolutionary war," approved the thirtieth of May, eighteen hundred and thirty; which said appropriation shall be applied in the manner provided by the said act, to the unsatisfied warrants which have been or may be issued as therein directed, to the officers, and soldiers, and others, as described in the first, fifth, and seventh sections of said act.

SEC. 3. *And be it further enacted,* That the last paragraph of the first section of the said act, which authorizes the issuing of warrants upon an affidavit that the original was lost, and upon the production of an official copy thereof, shall be, and the same is hereby, repealed.

Approved July 13, 1832.

AN ACT granting an additional quantity of land for the location of revolutionary bounty land warrants.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the further quantity of two hundred thousand acres of land be, and the same is hereby, appropriated in addition to the quantity heretofore appropriated by the act entitled "An act for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army, during

the revolutionary war," approved the thirtieth May, one thousand eight hundred and thirty; and the act entitled "An act to extend the time of issuing military land warrants to officers and soldiers of the revolutionary war," approved the thirteenth July, one thousand eight hundred and thirty two; which said appropriation shall be applied in the manner provided by the said acts to the unsatisfied warrants, whether original or duplicate, which have been or may be issued, as therein directed, to the officers, and soldiers, and others, as described in said acts: *Provided*, that the said certificates of scrip shall be receivable in payment of any of the public lands liable to sale at private entry.

Approved March 2, 1833.

L.

Circular to registers and receivers of United States land offices.

GENERAL LAND OFFICE, *October* 2, 1833.

GENTLEMEN: Under the provisions of an act of Congress, approved on the 2d March, 1833, entitled "An act granting an additional quantity of land for the location of revolutionary bounty land warrants," there will be issued from the Treasury Department certificates or scrip for such sum ($100) as is equal to the minimum price of the public lands, for each quantity of eighty acres remaining unsatisfied of each land warrant granted by the State of Virginia, for military services rendered in her State and Continental lines and navy; and also a certificate for such fractional quantity as may remain after the subdivision of each warrant into portions of eighty acres.

The following are the words of the law, viz:

SECTION 1. "*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the further quantity of two hundred thousand acres of land be, and the same is hereby, appropriated, in addition to the quantity heretofore appropriated by the act entitled 'An act for the relief of certain officers and soldiers of the Virginia line and navy, and of the Continental army, during the revolutionary war,' approved the thirtieth May, one thousand eight hundred and thirty; and the act entitled 'An act to extend the time of issuing military land warrants to officers and soldiers of the revolutionary war,' approved the thirteenth July, one thousand eight hundred and thirty two; which said appropriations shall be applied in the manner provided by the said acts to the unsatisfied warrants, whether original or duplicate, which have been or may be issued, as therein directed, to the officers and soldiers, and others, as described in said acts: *Provided*, that the said certificates of scrip shall be receivable in payment of any of the public lands liable to sale at private entry."

The act of 30th May, 1830, above referred to, (sec. 4th,) provides that the certificates or scrip to be issued under the said act "shall be receivable in payment of any lands hereafter to be purchased at private sale, after the same shall have been offered at public sale, and shall remain unsold at any of the land offices of the United States established or to be established in the States of Ohio, Indiana, and Illinois; and all such certificates or scrip as shall be issued by virtue of this act shall be assignable by endorsement thereon, attested by two witnesses."

The fifth section of the act of 30th May, 1830, provides in the following words: "That no scrip issued under the provisions of this act shall entitle the holder to enter or purchase any settled or occupied lands without the written consent of such settlers or occupants as may be actually residing on said lands at the time the same shall be entered or applied for."

The foregoing provisions of the act of 30th May, 1830, are all regarded as continued in force by the act of 2d of March, 1833, with the exception of the restriction as to the States wherein the scrip issued under the latter act is receivable, it being made available in payment for public lands subject to *private entry* at all the United States land offices in the several States and Territories.

First—As to location.

The law forbids the application of scrip to the entering of lands occupied by persons actually residing thereon without the written consent of such settler or occupant.

As you can have no means of ascertaining whether the lands are occupied or not, it becomes indispensably necessary to require, from the party intending to locate, an affidavit as to the occupancy or vacancy of the land required to be entered.

If the party intending to appropriate land, by the application of this scrip, should produce the "*written consent*" of the individual purporting to be the occupant thereof, he must also file his own affidavit, setting forth that the person so purporting to be the occupant is, to the best of his knowledge and belief, the *bona fide* and *sole occupant* of the tract of land so intended to be entered.

If, on the contrary, the party intending to appropriate land by the application of this scrip should assert that there is no occupant or person residing thereon, he must be required to file an affidavit, substantially in the form following, viz:

I, , being desirous of locating the half of quarter of section No. , in township No. , of range No. , in the district of lands subject to sale at , by applying in payment thereof a certain certificate (or certificates) of military land scrip, do hereby solemnly swear (or affirm) that, from my own knowledge of the fact, after actual inspection of the said tract of land, on or about the day of , there was not, at that time, any person or persons residing thereon, and that I do verily believe there is no person residing thereon at the present time, or occuyping the same.

Second—As to the surrendering of the scrip.

The scrip is assignable by endorsement thereon, attested by *two witnesses*.

When the parties in whose favor the scrip is issued shall employ an agent to locate the same, they can accomplish that object by a power of attorney, authorizing such agent to make the locations and to endorse the scrip.

The power of attorney is to be duly executed before a notary public or justice of the peace, whose authority as such is to be certified by the clerk of the proper court, under his official seal.

In case the parties in whose favor the scrip is issued wish to employ an agent to make the location, without the formality of a letter of attorney, they may adopt the simple method of assigning the scrip to the agent in the words following, or equivalent thereto, viz:

I (or we) do hereby assign all my (or our) right, title, and interest of, in, and to the within certificate, to .

(Signed) A. B.

Witnesses, C. D.
E. F.

Or,

I (or we) do hereby assign all my (or our) right, title, and interest of, in, and to the within certificate, to , for the only purpose of relinquishing the same to the United States, in payment of such lands as he may enter in my (or our) name.

(Signed) A. B.

Witnesses, C. D.
E. F.

In all cases where scrip is surrendered at the land office, whether by the parties entitled thereto or their agents, the following form of relinquishment, or one equivalent thereto, is to be endorsed on the certificate, viz:

I (or we) do hereby relinquish to the United States the within certificate, in payment (or in part payment, as the case may be) of the half of the quarter of section No. , in township No. , of range No. , located in the name of at the land office at , this day of , 183 .

(Signed) A. B.

Witnesses, C. D.
E. F.

Where there are several parties named in a certificate, and the endorsement of the whole of them cannot be made at one and the same time in the presence of the same two witnesses, the witnesses are to indicate the names of the parties signing at the time of attestation, thus:

Witnesses, A. B.
C. D., or

As to the signatures of E. F., J. K., L. M., or as to the signature of each of the parties named in the within certificate, in cases where all of the parties are present. These remarks should be in the handwriting of one of the witnesses.

The powers of attorney are to be duly endorsed, numbered, and filed away in the receiver's office, and he is to make an endorsement on each certificate or scrip located under power of attorney, as follows:

A power of attorney in this case, duly executed as required, has been filed in this office, and numbered .

(Signed) A. B., *Receiver.*

Third—As to the forms of office in operating on the scrip.

The receipts given by the receiver are to indicate, by endorsements thereon, the fact of the payment being made, either wholly or in part, by military land scrip.

In like manner, when occasion requires it, the receipts are to indicate the payment made in forfeited land stock issued under the acts of 1828 and 1832.

The cash and stock accounts of each of your offices will exhibit, in one column of stock, the amount of military land scrip and forfeited land stock embraced by each payment, without discrimination of the different denominations. The receiver is, however, required to keep a register of stock and scrip, which will make the necessary discrimination between the different classes in separate columns.

A transcript from this register is to be transmitted to this office by the receiver at the end of every month, and will form a component part of his regular monthly returns. A quarterly transcript, of the same form, is also required to accompany the receiver's quarterly accounts.

Blanks for these monthly returns will be speedily forwarded, and you will cause a portion of them to be stitched together, to form the "register" alluded to.

The quarterly cash and stock account of the receiver, and the regular monthly return of sales rendered by both your offices, are to indicate at the footing thereof the amount of military land scrip, and also the amount of the forfeited land stock of the acts of 1828 and 1832, respectively, received during each month and quarter.

The receiver's monthly account current, rendered to the Secretary of the Treasury, and to this office, will also indicate the respective aggregate amounts of scrip and stock received during the month.

Prior to transmitting the scrip to this office, as vouchers, the receiver is requested to cancel the same by cutting across the signatures of the secretary and commissioner.

I am, very respectfully, gentlemen, your obedient servant,
(Signed,) ELIJAH HAYWARD.

The REGISTER *of the Land Office,* and RECEIVER *of Public Moneys, at*

23D CONGRESS.] No. 1298. [2D SESSION.

APPLICATION OF ALABAMA, TO CHANGE THE SIXTEENTH SECTIONS, WHERE THEY ARE COVERED BY INDIAN RESERVATIONS.

COMMUNICATED TO THE SENATE JANUARY 28, 1835.

(Copy.)

JOINT MEMORIAL to the Congress of the United States in relation to the sixteenth sections, in that portion of Alabama commonly called the Creek territory.

The general assembly of the State of Alabama would respectfully represent to the Congress of the United States, that according to the act admitting the State of Alabama into the Union, it is provided, "That the section numbered sixteen in every township, and where each section has been sold, granted, or disposed of, other lands equivalent thereto, and most contiguous to the same, shall be granted to the inhabitants of each township for the use of schools." And, whereas, most of the sixteenth sections, and all the lands lying contiguous, have been taken by Indian reservations, in some of the counties the said sections in many instances being valuable, your memorialists therefore respectfully suggest, that the said sixteenth sections be re-valued, and that the several amounts be placed to the credit of the inhabitants of the same, or other lands of equal value be set apart for their use. Your memorialists respectfully submit the foregoing suggestions to the justice and liberality of the representatives of the United States, hoping that some means may be devised whereby the just claims of the inhabitants of the afore-mentioned counties may be placed upon the same footing with others of this State.

Resolved, by the senate and house of representatives of the State of Alabama, in general assembly convened, That our senators and representatives in Congress be requested to use their endeavors to procure the passage of a law embracing the objects of the foregoing memorial.

Resolved, That the governor be requested to transmit a copy of the foregoing memorial and resolutions to each of our senators and representatives in Congress.

S. W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved January 10, 1835.

JOHN GAYLE.

23D CONGRESS.] No. 1299. [2D SESSION.

APPLICATION OF INDIANA FOR A GRANT OF LAND FOR A ROAD FROM MAUMEE BAY TO THE ILLINOIS RIVER.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 28, 1835.

A MEMORIAL AND JOINT RESOLUTION of the general assembly of the State of Indiana, soliciting aid to improve the great northern chain of communication from the Maumee bay in Ohio, to the rapids of the Illinois river.

To the Senate and House of Representatives in Congress assembled:

Whereas, in accordance with the prayer of a respectable number of the citizens of the State of Indiana, to grant them some legislative enactment to assist in the construction of a railroad from the Maumee bay on lake Erie, to the rapids of Illinois river: and influenced by proper considerations in relation to the general welfare, the social and commercial facilities required by our constituents in connection with our brethren of States contiguous, and the wants, wishes, and prosperity of a growing population; *and whereas,* this road, if improved, will be calculated to accommodate, not only the inhabitants for conveying their produce to market, but, also, the multitudes of emigrants from the eastern States, who are directing their course to that immense region of fertile and yet uninhabited country on the river Des Moines, west of the Mississippi. This contemplated route, when improved, must be the most important northern mail route from east to west in the United States. A great portion of the land through which this road must eventually pass, is the property of the United States, all of which would be valuable to the agriculturalist, and would sell for an advanced price if the government would afford any facilities of transportation which would make the appropriation rather a gain than a loss to the government.

Therefore, The general assembly of the State of Indiana solicits a donation of land of the United States, of five sections for every mile of said road from Maumee bay in Ohio, to the rapids of Illinois river, in the State of Illinois, to aid in the construction of said road.

Resolved, That our senators in Congress be instructed, and our representatives requested to use their exertions to obtain the passage of a law in accordance with the foregoing memorial, and that they apply to the proper department for an officer of the United States corps of engineers to survey, locate, and make estimates of the cost of constructing a railroad on the aforesaid route.

Resolved, That his excellency, the governor, be requested to forward copies of the foregoing memorial and resolutions to each of our senators and representatives in Congress; also, copies of the same to each of the governors of the State of Ohio and Illinois, with a request that they lay them before their respective legislatures, and solicit their co-operation with Indiana on this subject.

JAMES GREGORY, *Speaker of House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved January 16, 1835.

N. NOBLE.

23D CONGRESS.] No. 1300. [2D SESSION.

ON CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES JANUARY 31, 1835.

Mr. LINCOLN, from the Committee on the Public Lands, to which was referred the petition of Benjamin Roach, reported:

The petitioner represents, that on the 30th day of June, 1831, he purchased, by private entry, at Mount Salus land office, in the State of Mississippi, several tracts of the public land, which are particularly described in the petition, and paid for the same one dollar and twenty-five cents per acre; that, being unacquainted with the situation of the country, and desirous of the lands for the contiguous settlement of several families, he examined, before making his purchase, the description of the lands in the field books of the surveyor returned to the register's office, and also made personal application to the surveyor for information of the quality and value of the lands; that the field notes gave a favorable representation of the lands for settlement, and the surveyor declared that they were "high, and entirely free from inundation." The petitioner further states that he has subsequently ascertained that the lands are entirely worthless, and of no value for settlement, being, in a great part, subject to inundation seven months in the year by the overflowing of the Yazoo and Mississippi rivers. He prays, therefore, that the entries made by him of said lands may be vacated, and that he may, in lieu thereof, be permitted to select other unappropriated lands in Mississippi, which have been, or may be hereafter offered for sale, or that Congress would grant him other relief in the premises.

The petition is accompanied by an affidavit of the petitioner, and of one Robert L. Mathews, who appears to have been interested in the purchase; which affidavit, in reference to the description of the lands in the field notes of the surveyor, only alleges that they "described and laid down said lands *in such manner* as to *induce* the deponents to *believe* the said lands were not subject to overflow," and is entirely *silent* in relation to any representation personally made to them by the surveyor of the quality of the lands. No transcript from the field notes is furnished by the petitioner, from which the committee might judge of the ground they gave for the *belief* "that the lands were not subject to overflow," nor is any evidence offered from the surveyor, or other disinterested person, of the circumstances of the purchase, or the true situation and value of the lands.

The committee, without deciding how far it might be proper, under the circumstances stated in the petition, if well made out, to interpose for the relief of the petitioner, thus opening a door to a successful application by every purchaser who, in reliance upon the general description in a field book, or the loose and irresponsible declaration of a surveyor, without taking further measures to acquire correct information, might find himself disappointed in the expected value of his purchase, are nevertheless satisfied that there is no such proof of deception or imposition in the present case, as entitles the party to the favorable consideration of Congress. They are, therefore, of opinion that the prayer of the petitioner ought to be rejected.

23D CONGRESS.] No. 1301. [2D SESSION.

APPLICATION OF ALABAMA FOR AN EXTENSION OF THE PRE-EMPTION LAWS TO THE CREEK PURCHASE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 2, 1835.

(Copy.)

JOINT MEMORIAL to the Congress of the United States asking the privilege of entry agreeable to the provisions of the pre-emption act of 1833.

The memorial of the general assembly of the State of Alabama, respectfully represents to your honorable body that persons living in the fractional townships of the Creek purchase are denied the right of entry of the lands on which they reside, agreeable to the provisions of the pre-emption act of 1833.

Your memorialists therefore humbly hope that the facts embodied in this memorial will receive the attentive consideration of your honorable body, and that if found true and just, that our citizens may receive the benefits designated from the act above referred to. They therefore request that your honorable bodies will be pleased to bestow on this subject the attention it may be esteemed to deserve, and as in duty bound your memorialists will ever pray.

Resolved, That our senators be instructed and our representatives requested to use their best exertions to procure the relief requested by the foregoing memorial. And be it further *resolved*, That his excellency the governor be requested to transmit one copy of the foregoing memorial to each of our senators and representatives in Congress.

S. W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved January 10, 1835.

JOHN GAYLE.

23D CONGRESS.] No. 1302. [2D SESSION.

APPLICATION OF ALABAMA FOR THE EXPENDITURE OF THE TWO PER CENT FUND, FOR THE CONSTRUCTION OF A RAILROAD FROM THE TENNESSEE VALLEY TO MOBILE BAY.

COMMUNICATED TO THE SENATE FEBRUARY 2, 1835.

(Copy.)

JOINT MEMORIALS to the Congress of the United States, on the subject of the two per cent fund, and for other purposes.

Your memorialists would respectfully represent, that by the act of Congress, passed the 2d March, 1819, to enable the people of Alabama to form a State government, two per cent of the net proceeds of the sales of the public lands lying within the State of Alabama, are reserved and set apart to make a road or roads, leading to the said State, under the direction of Congress.

Your memorialists believe that there are no road or roads leading to said State, or that are necessary to be made to facilitate the intercourse of the people of this State, with the adjoining States, upon which this fund would be expended by Congress; and that unless the conditions of the donation are altered, this portion of the five per cent, reserved for the benefit of the people of Alabama, will be entirely useless.

Your memorialists, therefore, pray that Congress would pass a law, placing this fund under the control of the State, for the purpose of constructing a railway from the Tennessee valley to the waters of the Mobile bay. They believe that this work would be such a one as would effectuate the intentions of Congress, in making the reservation of the two per cent fund, to be expended under their direction. This railway will not only connect the two great divisions of the State, but will enable the people of east Tennessee, to carry their breadstuffs and other articles to south Alabama, where they will find a good market, and will open a cheap and expeditious access to the seaport towns of Alabama, for all the country watered by the Tennessee river, and its tributaries, as well as for many of the rich counties of middle Tennessee.

Your memorialists believe this work important in a national point of view, and have no doubt if the contemplated railroad should be completed, the people of Tennessee would find it to be their interest to extend it into that State.

Your memorialists would further represent, that the contemplated railway will pass through a portion of the State containing a large quantity of public lands, that have been long in the market; but owing to their sterility, will not sell at the minimum price of the government lands; they therefore, ask Congress to pass a law, authorizing the condemnation of a section of land on each side of said railroad, wherever the said land may belong to the United States. This land, although valueless for other purposes, will afford a good supply of timber and other materials, for the construction of a railroad.

Resolved, That the governor of this State, be requested to furnish a copy of this memorial to each of our senators and representatives in Congress, with instructions to lay the same before that body.

S. W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved 10th January, 1835.

JOHN GALE.

23D CONGRESS.] No. 1303. [2D SESSION.

APPLICATION OF ALABAMA TO LOCATE OTHER LAND WHERE THE SIXTEENTH SECTIONS OF LAND HAVE BEEN DISPOSED OF.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 2, 1835.

(Copy.)

JOINT MEMORIALS to the Congress of the United States, in relation to the sixteenth sections in that portion of Alabama commonly called the Creek territory.

The general assembly of the State of Alabama would respectfully represent to the Congress of the United States, that, according to the act admitting the State of Alabama into the Union, it is provided, "that the section numbered sixteen in every township, and where each section has been sold, granted or disposed of, other lands equivalent thereto and most contiguous to the same shall be granted to the inhabitants of each township for the use of schools;" and whereas most of the sixteenth sections, and all the lands lying contiguous, have been taken by Indian reservations in some of the counties, the said sections in many instances being valuable, your memorialists therefore respectfully suggest that the said sixteenth sections be revalued, and that the several amounts be placed to the credit of the inhabitants of the same, or other lands of equal value be set apart for their use. Your memorialists respectfully submit the foregoing suggestions to the justice and liberality of the representatives of the United States, hoping that some means may be devised whereby the just claims of the inhabitants of the afore-mentioned counties may be placed upon the same footing with others of this State.

Resolved, by the senate and house of representatives of the State of Alabama in general assembly convened, That our senators and representatives in Congress be requested to use their endeavors to procure the passage of a law embracing the objects of the foregoing memorial.

Resolved, That the governor be requested to transmit a copy of the foregoing memorial and resolutions to each of our senators and representatives in Congress.

S. W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved January 10, 1835.

JOHN GAYLE.

23D CONGRESS.] **No. 1304.** [2D SESSION.

APPLICATION OF ILLINOIS FOR A GRANT OF LAND FOR A ROAD FROM VINCENNES TO CHICAGO.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 2, 1835.

Resolved, by the senate and house of representatives of the State of Illinois, That, in the opinion of this general assembly, a good road from Vincennes to Chicago, on lake Michigan, is an improvement calculated to produce innumerable and lasting benefits to the interests of the United States and of this State; that such a road, passing as it would for many miles exclusively over the public lands, would increase their value, and hasten their settlement and sales, while it would secure to a very large and valuable portion of the citizens of Illinois the advantages of commerce and intercourse with their fellow-citizens on the lakes and the Atlantic States.

Resolved, That this general assembly recommend the passage of a bill reported by the Committee on Public Lands, in the House of Representatives at the last session, and which is now before Congress; which bill provides for appropriating a quantity of land for constructing said road.

Resolved, That, in the opinion of this general assembly, the report accompanying said bill, which was made by the Committee on Public Lands, contains a just, clear and proper view of the subject, and meets our entire approbation.

Resolved, That his excellency the governor be requested to furnish each of our senators and representatives in Congress with a copy of these resolutions.

JAMES SEMPLE, *Speaker of the House of Representatives.*
A. M. JENKINS, *Speaker of the Senate.*

23D CONGRESS.] **No. 1305.** [2D SESSION.

CLAIM TO LAND IN ALABAMA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 3, 1835.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The petition and remonstrance of Ashley Parker, Henry Gill, and Henry Baldwin, of the county of Montgomery, in the State of Alabama,

RESPECTFULLY SHOWETH:

That your petitioners, Ashley Parker and Henry Gill, settled on the northeast and southeast fractional quarters of fractional section number twenty-four, township number eighteen, range number eighteen east; and that your petitioner, Henry Baldwin, settled on the northwest quarter of section number thirty, township number eighteen, range number nineteen east, and cultivated and improved the same; all of which tracts of land, at the time of the settlement of your petitioners, were public lands, belonging to the United States, and are parts of a larger tract of land, known here by the name of the "Tallassee Fixico reserve."

Your petitioners further show, that after the passage and approval of the act of Congress of the 19th of June, 1834, entitled "An act to revive the act entitled An act to grant pre-emption rights to settlers," &c., your petitioners presented the evidence of their settlement and improvements to the register and receiver of the land office at Cahaba, which, in the judgment of said register and receiver, entitled your petitioners to the benefit of the provisions of said act. Upon the presentation of the evidence accompanying your petitioners' application to the register and receiver, these gentlemen, doubting whether the lands occupied by your petitioners were, in truth and in fact, public lands, forwarded the evidence presented by your petitioners to them, to the honorable Secretary of the Treasury, who, after an examination of the same, decided that the premises occupied by your petitioners were public lands. Your petitioners, accordingly, under the provisions of the said act, and with the approbation of said register and receiver, purchased of the United States the above-mentioned tracts of land, paid to the said register and receiver the amount of the purchase moneys, and received from said register and receiver certificates of said purchase; all of which will more fully appear to your honorable bodies by a reference to the receipts of the said register and receiver, copies of which are herewith transmitted and marked A.

Your petitioners had well hoped that, having submitted the evidence of their settlement and improvements to the proper officers, and obtained from them a favorable adjudication, and having complied in every particular with the requisites of the laws of the United States, and purchased of the government the tracts above mentioned, they would have been permitted peacefully to enjoy the premises thus fairly, justly, and lawfully obtained; but so it is not. May it please your honorable bodies, your petitioners are informed that a bill has been introduced into the House of Representatives, which, if enacted, will forever deprive your petitioners of any benefit on account of their settlement and cultivation, and of the right of property vested in them by their purchase from the United States under the act of Congress aforesaid.

Your petitioners do therefore solemnly protest and remonstrate against the bill which has been introduced, and which, if enacted, will, as your petitioners have already said, forever deprive your petitioners of the benefit of their settlement and improvements, and of the right of property vested in them by their purchase from the United States, and secured to them by the laws; and, in support of this their solemn protest and remonstrance, they submit to your honorable bodies the following statement of facts and circumstances connected with their claim, and the controversy which has been got up against them.

Immediately after information reached this part of the country of the passage of the act of the 19th of June, 1834, above adverted to, and before the provisions of the same were generally known to our citizens, or an opportunity had been offered for examining them, George Taylor, of Coosa county, Jesse Taylor, of Talledega, George Whitman, of Montgomery, Edward Sims, of Tuscaloosa, and Bennet S. Griffin, of Autauga, came to the premises above described, occupied by your petitioners, and commenced surveying the same, laid off the premises into building lots, gave public notice of a sale, and by auction disposed of the lots thus laid off to purchasers, received the notes of the vendees, payable in twelve months, and made to said vendees quit-claims to the lots thus sold. In this manner, the premises were sold from under the feet of your petitioners, notwithstanding the remonstrances of your petitioners to the contrary, and ample notice given by your petitioners of their occupancy, and of the right of pre-emption which had accrued to them by the provisions of the act. Upon inquiring into the premises, your petitioners were informed that the company composed of Messrs. George Taylor, of Coosa county, Jesse Taylor, of Talledega, George Whitman, of Montgomery, Edward Sims, of Tuscaloosa, and Bennet S. Griffin, of Autauga, claimed the lands occupied by your petitioners under a pretended purchase from George Taylor, of Coosa county; and that said Taylor claimed to be owner of the same by virtue of a purchase made many years since of one Tallassee Fixico, an Indian of the Creek nation, who had once resided on the same.

It will be manifest to your honorable bodies, upon an examination of the subject, that the claim of the company, viz., of Mr. George Taylor, &c., is not well founded, either in justice or in law, and therefore your honorable bodies will hesitate long before you will, by act of Congress, confirm the same, more especially where the vested rights of settlers and occupants are to be immediately affected and destroyed. If Tallassee Fixico had no right to the lands in question, he could convey none to Mr. George Taylor; and if Mr. Taylor had nothing, of course the company holding under him can have no more.

By the treaty concluded at Fort Jackson, on the 9th day of August, 1814, between the United States and the Creek nation, a cession is made of all the lands lying in this vicinity, including the premises occupied by your petitioners, to the United States; which said cession is accompanied with this provision: "*Provided, nevertheless,* that where any possession of any chief or warrior of the Creek nation, who shall have been friendly to the United States during the war, and taken an active part therein, shall be within the territory ceded by these articles to the United States, every such person shall be entitled to a reservation of land within the said territory, of one mile square, to include his improvement, as near the centre thereof as may be, which shall inure to the said chief or warrior, and his descendants, *so long as he or they shall continue to occupy the same,* who shall be protected by, and subject to the laws of the United States; but upon the *voluntary abandonment* of the same by such possessor or his descendants, the right of occupancy or possession of said lands shall *devolve to the United States,* and be identified with the right of property ceded hereby." (See Gordon's Digest, art. 2,359, page 444.) We have proved, by the most indubitable testimony, and by persons acquainted with the facts, and the most respectable men in this part of the country, to the perfect satisfaction of the honorable Secretary of the Treasury, and also of the register and receiver at Cahaba, that Tallassee Fixico, a friendly Indian, in the year 1827, *abandoned* the place on which he resided at the date of the treaty, and removed to a place on the Coosa, a first-rate piece of land, many miles above his former residence, and has also, under the late treaty, received of the United States, a confirmation of title to the place on which he at present resides, and with which, if we are correctly informed, he is perfectly content. The lands then were, according to the terms of the treaty, upon the *abandonment* by Tallassee Fixico, *public lands,* and the title to the same vested in the United States. Being public lands, your petitioners settled on them, erected houses, and otherwise improved and cultivated them; and according to the provisions of the act of Congress of the 19th June, 1834, your petitioners became entitled to a right of pre-emption of the same, and, with the approbation of the Secretary of the Treasury, and also of the register and receiver at Cahaba, have purchased the same of the United States. If Tallassee Fixico, in 1827, pretended to dispose of the premises in question to Mr. George Taylor, he committed a fraud on the rights of the United States, and could convey nothing.

But your petitioners further contend that the pretended purchase by Mr. Taylor was in open violation of law, and therefore he could take nothing by his purchase, even if Tallassee Fixico had a good right to sell. By section 1 of the act of Congress of March 3d, 1807, still in force, it is provided that "if any person shall take possession of, or make a settlement on, any lands ceded to the United States, which lands shall not have been previously sold or leased by the United States, *or the claim to which by such person shall not have been previously confirmed* by the United States; or if any person shall cause such lands to be thus occupied, taken possession of, or settled, or *shall survey* or attempt to survey, or *cause to be surveyed,* any such lands, or designate any boundaries thereon, by marking trees or otherwise, until thereto duly authorized by law, such offender shall *forfeit his right,* if any he have, to such lands." (See Gordon's Digest, art. 2,419, page 460.) This act of March 3d, 1807, remains in full force on the statute book, and is conclusive against the right to purchase on the part of Mr. Taylor, and, if your petitioners are not incorrect, operates a total forfeiture of all the claim both of Mr. G. Taylor and also of the company, who, claiming under him, have pretended to survey and dispose of the lands in controversy. Evidence of the sale by the company, made without authority from the United States, and contained in the deed from George Taylor and others to M. Simon, dated in July last, is herewith forwarded, and marked B.

Your petitioners desire to call the attention of your honorable bodies to the fact, that they are in possession both of the lands and of the receipts of the receiver at Cahaba, showing the purchase by your petitioners, under the act of the 19th of June, 1834; and that, in virtue of the certificate of the register and receiver, a full and complete title to the lands in controversy is, by the laws of Alabama, vested in your petitioners. By section 8 of an act of the general assembly, passed in 1812, it is provided that "all certificates issued in pursuance of any act of Congress, by any of the boards of commissioners, *register of a land office,* or any other person duly authorized to issue such certificates, upon any warrant or order of survey, or to any donation or *pre-emption claimants,* for any lands in this Territory, shall be taken and received as *vesting a full, complete, and legal title,* in the person in whose favor the said certificate is granted, to the lands therein mentioned, and his, her, or their assigns, so far as to enable the holder of such certificate to maintain any action thereon; and the same shall be received in evidence as such in any court in this Territory." (See Aikin's Alabama Digest, p. 283, s. 142.)

Your petitioners then state, and show to your honorable bodies, that the lands which were the subject of the sale by Tallassee Fixico to Mr. George Taylor, and the sale of which is sought to be confirmed

by the bill introduced into the House of Representatives, against the passage of which your petitioners protest and remonstrate, belong, in truth and in fact, to your petitioners:

1st. Because your petitioners came to the Tallassee Fixico reserve some years since, and, finding the place on which they settled in a state of nature, and belonging to the United States, settled on it, have erected habitations, and have cultivated and improved the same.

2dly. Because, by the passage and approval of the act of the 19th of June, 1834, your petitioners, in consequence of their inhabitation, occupancy, and cultivation, were fully entitled to the right of pre-emption of the same.

3dly. Because, upon evidence of the facts, your petitioners were, by the register and receiver of the land office at Cahaba, in conformity to the opinion of the Secretary of the Treasury, permitted to purchase the lands so occupied and cultivated by them, of the United States, and did so purchase them; and

4thly. Because, according to the laws of Alabama, the certificate of the register and receiver vests in your petitioners a perfect, full, and legal title to the lands in controversy.

Your petitioners also state, and show to your honorable bodies, and charge, that the claims of the gentlemen who contest the right of your petitioners, and who are desirous of procuring the passage of the bill against which your petitioners protest and remonstrate, are not well founded:

1st. Because, upon the abandonment of the lands by Tallassee Fixico, in 1827, the said lands, by treaty, which is the supreme law of the land, *devolved* upon the United States, and therefore said Tallassee Fixico had no right to dispose of the same.

2dly. Because said George Taylor bought of Tallassee Fixico in violation of positive law, and therefore took nothing by his purchase.

3dly. Because Tallassee Fixico has received of the United States, under the late treaty, a large body of valuable land on the Coosa river, in lieu of the land *abandoned* by him; and therefore his sale operated as a fraud upon the United States.

4thly. Because the gentlemen composing the company, viz., Messrs. George Taylor, &c., bought also in violation of positive law, and without the authority of the United States, and have surveyed and pretended to sell, without the least authority from the government; and therefore not only took nothing by their purchase, but have totally forfeited any pretended title they may presume they have derived from Tallassee Fixico, or from any other source.

Your honorable bodies cannot fail to perceive that the true question in this case is between *bona fide* settlers and residents on the public lands, and a company of gentlemen who are non-resident dealers in this species of property; and that if the benevolent policy of the government, in the passage of the act of the 19th of June, 1834, is to be at all taken into consideration in this question, it must be unhesitatingly decided in favor of your petitioners. Your honorable bodies will also perceive that the gentlemen composing the company are not entitled to a very large amount of the favorable regard of the government, as their claim has been urged without in the least consulting the United States, and with circumstances of great contumely towards your petitioners. Your petitioners have been compelled to see the lands on which they live sold at vendue from beneath their feet, notwithstanding the title was, by law, clearly vested in them, and notwithstanding the gentlemen composing the company must have been perfectly cognizant of the fact. Your petitioners have been injured without cause, and the government has been heretofore treated with great indifference. The citizens, too, in this vicinity, have just cause of complaint againt the company, for pretending to sell at public vendue lands to which they had no title, and for receiving payment for the same, the title being at the time in your petitioners. Your honorable bodies must also be satisfied that, if the bill against which your petitioners remonstrate should become a law, your petitioners will be deprived of a right vested in them by the law of the land, and be driven from premises which fully belong to them, your petitioners having in good faith complied with the requisitions of the act of Congress, and having honestly purchased from the United States the lands on which they reside.

Your petitioners do therefore remonstrate and protest against the bill introduced into the House of Representatives:

1st. Because it would be a violation of the great and sacred principles of magna charta and the bill of rights, by disseising your petitioners of their freehold, and disfranchising them of their liberties, without the process or due operation of law.

2d. Because it would violate the Constitution of the United States, as it would operate summarily to eject and oust your petitioners without the benefit and inestimable privilege of the trial by jury.

3d. Because it would violate the Constitution of the United States, as it would impair the obligation and sanctity of a contract between your petitioners and the United States.

4th. Because it would be a violation of the Constitution of the United States, as it would have an *ex post facto* operation on parties to a contract already executed.

5th. Because it would be a violation of the great and republican principle of State rights, as it would operate to set aside a law of the State of Alabama, constitutionally enacted in furtherance of the administration of justice among her own citizens, and on a subject within her exclusive jurisdiction.

6th. Because it would violate the public faith pledged to your petitioners by the act of the 19th June, 1834.

7th. Because it would be against public law, as it would operate a recision of a contract fairly entered into and executed between the government and your petitioners, without fault on the part of your petitioners.

8th. Because it would be depriving your petitioners of rights already and fully vested in them, both by the laws of the United States, and those of the State of Alabama.

9th. Because it would operate to legalize and sanction a fraud committed on the United States.

10th. Because it would operate to legalize and sanction a fraud attempted to be perpetrated on the citizens of this vicinity in July last, when lands vested by law in your petitioners were pretended to be sold by non-residents, without title, in derogation of the authority of the United States, and of the just title of your petitioners.

11th. Because it would be attended with great hardship and cruelty towards your petitioners, in compelling them to abandon their improvements and their habitations, and leaving them to the tender mercies of the gentlemen composing the company—a situation in which your petitioners feel no great anxiety to be placed.

12th. Because it would be causing the United States to become a volunteer in a controversy in

which they have no interest, unless it be the protection of your petitioners: the striking and melancholy feature of which officiousness would be an interference against the very right of the case, and in opposition to the eternal and immutable principles of justice.

Your petitioners therefore pray that the bill introduced into the House of Representatives may not pass; and your petitioners, as in duty bound, will ever pray.

STONE & CHESNEY, *Attorneys for petitioners.*

ASHLEY PARKER.
HENRY GILL.
HENRY BALDWIN.

WETUMPKA, *January* 6, 1835.

STATE OF ALABAMA, *Montgomery county:*

Personally appeared the above petitioners, and made oath that the facts and circumstances mentioned in the above petition, as of their own knowledge, are true, and those otherwise mentioned they believe to be true.

A. PARKER.
H. GILL.

Sworn to and signed this 7th day of January, 1835, before me,

E. POND, *J. P.*

A.

Copies of the receipts of the register and receiver of the land office at Cahaba.

Pre-emption act, 1834.

No. 19,798. RECEIVER'S OFFICE, *Cahaba, November* 6, 1834.

Received from Ashley Parker and Henry Gill, of Montgomery county, the sum of one hundred and thirty-five dollars, being in full for northeast fractional quarter east Coosa, section number twenty-four, township number eighteen, range number eighteen, containing 108 acres, at the rate of one dollar and twenty-five cents per acre.

Cash $135. W. G. MITCHELL, *Receiver.*

Pre-emption act, 1834.

No. 19,797. RECEIVER'S OFFICE, *Cahaba, November* 6, 1834.

Received from Ashley Parker and Henry Gill, of Montgomery county, the sum of two hundred dollars, being in full for southeast quarter fractional section number twenty-four, township number eighteen, range number eighteen, containing 160 acres, at the rate of one dollar and twenty-five cents per acre.

Cash $200. W. G. MITCHELL, *Receiver.*

Pre-emption act, 1834.

No. 19,796. RECEIVER'S OFFICE, *Cahaba, November* 6, 1834.

Received from Henry Baldwin, of Montgomery county, the sum of one hundred and ninety-nine dollars and nine cents, being in full for northwest quarter section number thirty, township number eighteen, range number nineteen, containing 159.27½-100 acres, at the rate of one dollar and twenty-five cents per acre.

Cash $199.09. W. G. MITCHELL, *Receiver.*

23D CONGRESS.] No. 1306. [2D SESSION.

CLAIMS TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 3, 1835.

CONGRESS OF THE UNITED STATES.
IN THE HOUSE OF REPRESENTATIVES, *January* 19, 1835.

On motion of Mr. Plummer,

Resolved, That the Committee on the Public Lands be instructed to inquire into the expediency of passing a law, authorizing Isaac Richmond, Jonah White, Conway Oldham, David Richmond, David Clay, Ignatius Bankston, Samuel Hackenbury, Jefferson Clay, George Simmons, Samuel B. Parrish, Thomas C. McMackin, David Mabray, and John Balfour, and other persons, who were entitled to pre-emption rights to eighty acres of land, under the provision of an act of Congress, passed on the 2d day of March, 1833, entitled "An act supplementary to the several laws for the sale of the public lands," and were prevented from making their entries under said act, in consequence of a decision of the officers of government against their rights, to enter, in lieu thereof, the same quantity of land elsewhere, within the same land district, at the minimum price of one dollar and twenty-five cents per acre; and that the accompanying documents be referred to said committee.

Attest:

W. S. FRANKLIN, *Clerk.*

To the Senate and House of Representatives of the United States of America in Congress assembled:

Your petitioners, citizens of that portion of the State of Mississippi ceded to the United States by the Choctaw Indians, at the treaty of 1830, most respectfully represent: That they settled within that district of country prior to the 1st day of May, 1832, by the permission of the Choctaws, and with the approbation, as was generally understood, of the agent of the government, and made valuable improvements. During the spring of 1832, a portion of the United States troops were ordered into the country, for the purpose of removing them from the public lands as intruders and trespassers, in violation of the stipulations of the treaty. On a proper representation of the subject to the Secretary of War, the orders were countermanded, and they were permitted to remain with their families in the peaceable and quiet possession of their homes. (A copy of the correspondence with the War Department is made an accompanying document, marked A.) By their industry and labor, your petitioners opened valuable improvements, and erected comfortable cabins for the shelter of their families, cheered with the hope that Congress would, in their wisdom and liberality, extend to them the same privileges extended to other pioneers and settlers on the public lands, the right of pre-emption to a little spot of ground, sufficient to cover their labor, at the minimum price of $1.25 per acre. In their reasonable hope and expectations they were not disappointed. On application made to the 2d session of the 22d Congress, that honorable body extended to them the pre-emption privileges of the act of the 5th of May, 1832, which became a law on the 2d day of March, 1833. Your petitioners were furnished with copies of the law and instructions of the Commissioner of the General Land Office, by their representative in Congress, a copy of which is made an accompanying document, (marked B.) The law required that the pre-emptors should make their applications prior to the commencement of the public sales. Some of your petitioners prepared their testimony in conformity with the instructions of the department, and presented the same to the register and receiver of the Chocchuma district prior to the commencement of the sales in the fall of 1833, when they were informed by them that their office was not opened for the transaction of business, and would not be until the day fixed by the President for the commencement of the sales. On the first day of the sales, during the few minutes' time given them to assert their rights, they presented their testimony in support of their claims, when the officers, after consulting and advising with the speculators, rejected their applications on the pretended ground that the Choctaw lands were not public lands within the meaning of the act of Congress, and that the law, consequently, did not apply to that section of country. An appeal was taken from the decision of those officers to the Secretary of the Treasury, who, without hesitation, reversed their decision, and decided in favor of the rights of your petitioners, as will more fully appear from an inspection of the accompanying documents, (marked C.) The land officers refused to suspend any action on your petitioners' applications, or reserve their land from sale, until a decision of the proper department could be had; but arbitrarily, and without authority of law, and against the dictates of justice, and the feelings of humanity, sold the lands on which your petitioners resided at the public sales, or permitted them to be covered by other claims. Thus were your petitioners thrown into the lion jaws of the aristocratic moneyed speculators, by the illegal and arbitrary decision of the officers of government, and compelled to compete with those lordly mercenaries, who infest the land offices, for their own work and labor. It is not the intention of your petitioners to charge the land officers with being interested with the company of speculators known to your honorable body as the "Chocchuma land company," nor of combining with the speculators against the interests and rights of the settlers on the public lands. The charge has, however, been made by others, and the subject has been investigated by a committee of one branch of Congress. The testimony in support of the charge has been laid before you for inspection, to which your petitioners beg leave to refer your honorable body for particulars. Some of your petitioners, and many other settlers on the public lands, were prevented by the known decision of the officers, which was posted up on the door of the land office, from proving up their claims, and making a formal presentation of them to the register and receiver prior to the land being offered at public sale. (See document D.) Others were prevented by the persuasions, inducements and promises held out to them by the "Chocchuma land company of speculators," which were in some instances violated, and the land of the settlers purchased by them, and converted to their own use; by means of which, the settlers were deprived of their labor, and their families turned out of doors, either without any remuneration, or compelled to take such sum for their improvements as the avaricious and mercenary speculators, in the contraction of their minds, deemed equitable and just. Your petitioners are unwilling to incur the expense of a long, expensive and tedious lawsuit, by resorting to the judicial tribunals of the country for a redress of their grievances; they therefore pray your honorable body to pass a law, giving to them a pre-emption right to other lands, in lieu of those that have been thus taken from them, or grant them such other relief as the equity and justice of their case demands, and may seem meet to your honorable body; and your petitioners, as in duty bound, will ever pray, &c.

John Smith,	Nathan Edwards,	Baylis Nations,
Robert Belshar,	Josiah Edwards,	Wm. Ormond,
John H. Byres,	Wm. B. Edwards,	Woodard Roan,
Wm. W. Byres,	John H. McKennie,	William Sillivent,
William Blanton,	A. McCarslin,	Stephen Smith.

N. B.—See accompanying affidavits for the particular facts in each case.

A No. 1.

WASHINGTON CITY, *May* 22, 1332.

DEAR SIR: By the third article of the treaty made and entered between the United States of America and the mingoes, chiefs, captains and warriors of the Choctaw nation of Indians, on the 27th day of September, 1830, the Indians have until the fall of 1833 to complete their removal to their new home west of the Mississippi river. In the eighteenth article it is stipulated that "no person is to be permitted to settle within the nation on the lands to be sold before the Choctaws shall remove."

The legislature of Mississippi, at the January session of 1830, by a solemn act abolished and took away all the rights, privileges, immunities and franchises held, claimed or enjoyed by those persons called Indians, within the chartered limits of that State, by virtue of any form of policy, usage or custom existing among them, not particularly recognized and established by the common law or statutes of the State of Mississippi, and extended to them all of the rights, privileges, immunities and franchises, held or enjoyed by the free white inhabitants of said State.

The same act also declared all of the laws, ordinances and statutes of Mississippi to be in full force and operation over all persons and property within that part of the territory occupied by the said Indians. This act has not been repealed nor amended, but still remains in full force and operation. I understand that an order has been issued from the War Department, requiring the removal of all white settlers on the Choctaw lands; and that the United States troops have been commanded to repair to the State of Mississippi, to aid in carrying the order into effect. I also learned, in a conversation which I had with you a few days ago on this subject, that the order was issued on the complaint of Mushalatubbe, a chief of one of the districts, and under an impression made from some source on the mind of the President, that the act of the legislature of Mississippi, before referred to, had been repealed. I also learned from you, with pleasure, that the order did not reach the commanding officer of that post, from whence the troops were to be dispatched into the State, until after they had left for some other point, whence they had been previously ordered.

An act was passed on the 4th of February, 1829, extending the laws and jurisdiction of the courts of the State to all white persons resident within the limits of the Choctaw and Chicasaw nations, attaching a portion of the lands in the occupancy of the Indians to the adjacent counties, and limiting the jurisdiction of the courts of such counties to the particular portion of territory attached thereto. The third section of the act, as near as I can recollect, allowed to the ministerial officers mileage, in addition to the fees previously established by law, for executing process within the Indian boundary. This section of the act was repealed on the 20th of December, 1831. In 1830, an act amendatory of the act first above referred to was subsequently, and during the same session of the legislature, passed, which, among other enactments, prohibited any person or persons other than Indians from making any settlement, or attempting to cultivate any land or lands within the boundary of the Indian territory, under the penalty of a heavy fine, and from six to twelve months' imprisonment. So much of said act was, on the 9th of December, 1831, repealed. These are the repealing acts, I presume, of which the President has been advised, and which led him into error in supposing that the first-mentioned act had been repealed. I was a member of the legislature of Mississippi at the time of the passage of the laws of 1829 and 1830, and recollect that the clause in the supplemental act of 1830, to prevent trespasses on Indian lands, was not incorporated into the same, because the statute laws of the State then in force were not amply sufficient to protect the Indians in the quiet and peaceable possession and occupancy of their lands, but it was incorporated for the purpose of quieting any fears which the Indians might entertain of a disposition on the part of the legislature to oppress them; and, also, for the purpose of informing the citizens of the State that they would not be permitted to trespass on the lands of their red brethren, so long as they chose to remain in possession. Under the operation of the law, one or more cases, within my own knowledge, of extreme hardship, occurred, which, I presume, was one inducement for the legislature, at the last session, to repeal it. Another, and probably the great inducement for the repeal, was the consent of the Choctaws themselves, through their principal chief, Col. Greenwood Leflore, who is recognized by the government as the head of the nation, became a candidate at the last August election to represent Yazoo county in the State legislature, and declared his intention, if elected, to effect, if possible, a repeal of that part of the act; he so expressed himself to me and others. The object of Leflore and other intelligent Choctaws, who had the good of the Indians at heart, was to invite emigration into their territory, after the ratification of the treaty, and before their removal, so as to enable the people of the nation to dispose of their reservations, improvements, and such of their stock and farming utensils as they could not conveniently take with them over the Mississippi, to the best advantage, which they could not do unless the purchasers were permitted to go and settle among them. No white man, under the existing laws of Mississippi, is permitted to settle upon the improvement of an Indian without his consent. There is an act upon the statute book of our State, which provides a summary remedy, before a justice of the peace, for any person who may be turned out of possession of any lands or tenements by unlawful or forcible means, on giving the opposite party ten days' notice, by whatever right or title the complainant holds possession, or whatever estate he held or claimed in such lands or tenements of which he is dispossessed. In these summary proceedings the party aggrieved is entitled, without delay, to his writ of *haberi facias possessionem*, without showing any title, if he proves his right of occupancy. (This act is deemed amply sufficient to protect the Indians.) The only important act ever in force in Mississippi in relation to the Choctaws, which has been repealed, is the one which I have mentioned, declaring it penal to trespass on their lands without their consent, and punishing the offender with fine and imprisonment. The Indians are not dissatisfied with the existing state of things; and for the truth of this assertion, I beg leave to refer to Col. William Ward, United States agent for the Choctaws, who is now in this city. Mushalatubbe is an old, ignorant, and drunken Indian, who can be induced to write by amanuensis anything which a designing person, who has subtlety and capacity enough to entwine himself into his affections, may dictate; and the government ought not to place confidence in any representation he may make, unless sustained by other evidence. It is not, and never has been, the disposition of Mississippi to oppress the Indians; she has, to her honor and credit, always pursued towards them a kind and humane policy. They are now, and have been since the passage of the act of 1830, qualified jurors, competent witnesses, by paying a poll-tax of twenty-five or fifty cents entitled to their votes, and eligible to any office within the gift of the people of the State. It is the interest of the Indians as well as the State and general government, that emigrants should be permitted, with the consent of the Choctaws, to settle among them; they will be able to furnish the surveyors with provisions, and thereby expedite the surveying of the lands; they will prepare the way, and furnish bread and meat for those who may follow. All of the improvements they make will enhance the value, and cause speedy sales of the public domain. There are numerous families of the first respectability from Kentucky, Tennessee, Alabama, Georgia, the Carolinas, and the older settlements of Mississippi, who have, by the tacit consent of the United States agent, and express permission of the Indians, settled in the nation, and pitched their crops for the year. Many of them are in moderate circumstances, and have nearly spent their *little all* in getting there, and they will not now permit, at this season of the year, their

families to be turned out of doors, and their wives and children deprived of the means of subsistence for another year, without making the manly resistance of husbands and fathers in defence of everything sacred and dear. In such an event, it cannot be reasonably expected that their relations and friends can refuse to make common cause with them. This is a state of things which no friend to his country and the Union can for a moment desire to witness; but it is a state of things which must necessarily result from sending a military force to remove the white settlers on the Indian lands. The citizens are sufficiently intelligent to know and understand their rights, and I feel assured that they will maintain them, unless a force is sent sufficient to drive them into submission. There is another view of the subject, which I feel it my duty, as a citizen of Mississippi, to take. Laying the facts which I have stated out of the question, and admitting that the Indians, *en masse*, call upon the general government to carry into effect that clause of the treaty which prohibits white persons from settling in the nation until after their removal, I deny the right of the general government to exercise any jurisdiction over the citizens of Mississippi, within the chartered limits of the State. The right of sovereignty cannot exist both in the State and general governments at the same time. The right of the one necessarily excludes that of the other. If the general government can remove the settlers from the Indian lands, she has the same power to remove settlers from all of the unsold lands within the limits of the State. So long as the general government is recognized as the landlord of the soil, I admit that she has the right to remove all intruders upon her lands, not by any laws of her own, nor by a military force, but resorting to the judicial tribunals of the country, and seeking redress in the same manner of any other landholder, in the courts of justice of the States.

I repeat, if the Indian lands are trespassed upon, the laws of the State are amply sufficient to enable them to redress their grievances; and, on application to the proper tribunals, the constituted authorities of the State will put them promptly in force. I will not, however, attempt to argue the case, but feel it my duty, as a citizen of Mississippi, to remonstrate against the enforcing of the order for the removal of the settlers; and, with this hasty view of the subject, respectfully request its revocation.

F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

A No. 2.

DEPARTMENT OF WAR, *May* 23, 1832.

SIR: I have had the honor to receive your letter of the 22d instant. Upon the application of Mushalatubbe, one of the Choctaw chiefs, for the removal of intruders from the territory ceded by that tribe to the United States, under the provisions of the treaty of Dancing Rabbit creek, orders were given for a company of regular troops to proceed to the ceded district, and under the instructions of the agent, to remove such intruders therefrom. At the time this order was given, it was supposed that the law of the State of Mississippi, extending jurisdiction over the Choctaw country, had been suspended by the legislature till the expiration of the period allowed the tribe to remove. Had it not been for this belief, no instructions for this object would have been given under the intercourse act of 1802; but whatever proceedings might have been adopted, they would have been had under the act of Congress providing for the removal of intruders from the public land. The execution of this duty would have devolved upon the marshal of Mississippi, and the law authorizes the employment of troops of the United States in carrying it into effect.

A few days since, however, Col. Ward, the Choctaw agent, arrived here, and stated that the Indians did not wish the removal of the white settlers, but, on the contrary, had invited them into the country for the reasons so forcibly represented by you. Upon this information the President directed that the contemplated proceedings should be stayed, and counter instructions, a copy of which I have the honor to enclose to you, together with orders to stop the movement of the troops, have been given. Certainly there is no wish, on the part of the government, to molest or injure any person who has moved upon the ceded territory; on the contrary, the President is happy to find that their residence there is acceptable and useful to the Indians, and that he is not called upon to execute those provisions of the treaty of 1830 which require their exclusion from the country. In our treaties with the Indians, however, we receive valuable concessions, and every consideration of justice and good faith requires that all we promise to them we should perform.

Had the Choctaws called upon the government for the observance of that part of the treaty to which I have referred, I am satisfied that the citizens would have cheerfully acquiesced in the execution, by the President, of those duties enjoined upon him by the constitution and laws, and essential to the performance of the public engagements.

Very, &c.,

LEW. CASS.

To the Hon. F. E. PLUMMER.

B.

Circular to registers and receivers of the United States land offices.

GENERAL LAND OFFICE, *May* 17, 1833.

GENTLEMEN: Subjoined is the copy of an act of Congress, approved on the 2d of March last, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,' approved the 5th April, 1832."

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That, in all cases in which persons were settlers or occupants of the public land prior to the 1st day of May, 1832, and were authorized to enter, under the provisions of the act entitled 'An act sup-

plementary to the several laws for the sale of public lands,' approved April 5, 1832, and were prevented from making their entries in consequence of the public surveys not having been made and returned, or where the land was not attached to any land district, or where the same has been reserved from sale in consequence of a disputed boundary between two States, or between a State and Territory, the said occupants shall be permitted to enter the said lands on the same conditions, in every respect, as were prescribed in said act, *within one year* after the surveys are made, or the land attached to a land district, or the boundary line established; and if the land shall be proclaimed for sale before the expiration of one year as aforesaid, then the said settlers or occupants shall be permitted to enter before the sale thereof."

The provisions of the above act give the right of pre-emption to *two quarter quarter sections* to such persons as were entitled to the benefits of a pre-emption entry of two quarter quarter sections of land under the act of the 5th April, 1832, but who were prevented from making an entry, from the operation of the causes stated, viz:

1st. Where the public surveys were not made and returned prior to 5th October, 1832; or

2d. Where the land was not attached to any land district; or

3d. Where the land has been reserved from sale in consequence of a disputed boundary between two States, or between a State and Territory.

The proof to be adduced to you that the party applying for the benefit of the act is rightfully entitled thereto, is his or her affidavit before a magistrate or other officer duly authorized by law to administer oaths, setting forth the fact that he or she is an actual settler and housekeeper on public lands, (not on lands already purchased from the government,) and that the half quarter section applied for includes his or her improvement; which affidavit is to be sustained by the affidavit of one or more disinterested persons, substantiating the fact to your entire satisfaction.

Form of the affidavit.

I do solemnly swear (or affirm) that I am an actual settler and a housekeeper on a tract of public land, viz: the —— quarter of section No. ——, in township No. ——, of range No. ——, and hereby apply to enter the —— quarter of said section, under the provisions of an act of Congress, approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which will include my improvement. And I do further swear (or affirm) that I have not entered, under this act, or under the act of the 5th April, 1832, to which it is supplemental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

I am, very respectfully, your obedient servant,

To the REGISTER and RECEIVER *of the land office at* ——.

C No. 1.

COLUMBUS *September* 27, 1833.

SIR: Some of our citizens who were actual settlers and housekeepers on the public lands within the limits of that region of country ceded to the United States by the Choctaws at the treaty of Dancing Rabbit creek, have, I understand, applied to enter two quarter quarter sections at the minimum price of one dollar and twenty-five cents per acre, including their improvements, under and by virtue of the provisions of an act of Congress approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplemental to the several laws for the sale of public land,' approved 5th April, 1832." In compliance with the request of those interested, I beg leave to give you, in a few words, my opinion on the subject. The points which have been raised before the register, and the only ones involved in the question, are, 1st. Whether the act of 5th April, 1832, applies to lands which, at that date, had not been offered at public sale. 2d. Whether the lands ceded by the treaty aforesaid are public lands. And, 3d. Whether they were *public lands* prior to the 1st day of May, 1832. The pre-emption clause in the act of 1832 is broad and general in its terms, and, in the language of the law, applies to "all actual settlers upon the public lands." It contains a *grant* to every individual who adduces satisfactory evidence that he comes within the provisions of the law; and it is a universally admitted opinion which, I presume, will not be controverted, that, in the construction of all laws, as well as instruments of writing, making grants, where the phraseology requires or admits of construction, they shall be construed most strongly against the grantor. I will also assume the incontrovertible position, that where an individual claims a right under an act of Congress, and a doubt arises as to the nature or extent of that right, the decision of the head of the proper department, when in favor of the individual claiming such right, is conclusive in favor of the individual, and against the government. Then, if any doubt existed as to the application of the act, it was put to rest by the opinion of the Secretary of the Treasury as expressed in the circular letter of the Commissioner of the General Land Office to the registers and receivers of the United States, under date of May 8, 1832, enclosing a copy of said act. The commissioner says: "I have it in charge from the Secretary of the Treasury to inform you that this privilege (meaning the pre-emption privilege) must not have the effect to stay or interfere with either *public sales* or private entries of lands during the same period." Again, says the commissioner: "Where the right of pre-emption exists to lands not at this date subject to private entry, and that will be offered at public sale prior to the 5th October next, the evidence of claim under the act must be filed with you, and the purchase money paid prior to the day of the public sale, otherwise the pre-emption will not be recognized." Here is the opinion of the Secretary of the Treasury, clearly expressed, that the pre-emption clause in the act of 1832 does apply as well to lands which at that date had not been offered at public sale as to those lands that were subject to private entry. This I consider conclusive against the government, and in favor of the pre-emptors. Congress, composed of the identical same members who made this law, in passing the amendatory act of March 2, 1833, put the same construction on the act of April 5, 1832, as the Secretary of the Treasury did in the circular before referred to. By the act of 1833, the provisions of the act of 1832 are extended to all such persons as "were settlers or occupants of the public lands prior to the 1st day of May, 1832," but could not avail themselves of the privilege granted by said act "in consequence of the public surveys

not having been made and returned," &c., provided they apply "within one year after the surveys are made," &c. "If," however, says the law, "the land shall be proclaimed for sale before the expiration of one year," after the surveys have been made, &c., "then the said settlers or occupants shall be permitted to enter before the sale thereof." This construction was also put on the act of 2d March, 1833, before recited, by the Secretary of the Treasury, as expressed by the general circular of the Commissioner, enclosing a copy of said act to the several registers and receivers of the United States. After giving a copy of the act, the Commissioner says: "The provisions of the above act give the right of pre-emption to two quarter quarter sections to such persons as were entitled to the benefits of a pre-emption entry of two quarter quarter sections of land under the act of 5th April, 1832, but who were prevented from making an entry, from the operation of the causes stated, viz: 1st. Where the public surveys were not made and returned prior to the 5th October, 1832; or 2d. Where the land was not attached to any land district; or, 3d. Where the land has been reserved from sale in consequence of a disputed boundary between two States, or between a State and Territory." If the provisions of this act do not extend to lands which have not been offered at public sale, they are perfectly nugatory, and do not extend to any case whatever, for there is no case where it can possibly extend to lands subject to private entry. It is, however, unnecessary to argue a point which has never been disputed by the head of the department, but admitted by the Commissioner and the several registers and receivers, who did, without hesitation, permit entries to be made under the law on lands which had not been offered at public sale, by all who applied in proper form, before the expiration of said law. In reply to the second query, whether the lands ceded by the treaty of Dancing Rabbit creek are *public lands*, I will only remark, that if they are not public lands within the meaning of the acts of 1832 and 1833, the government has no right to sell them in obedience to the recent proclamation of the President. In discussing the question whether the lands ceded by the treaty aforesaid were public lands before the first day of May, 1832, within the meaning of the acts of Congress, before referred to, it will be unnecessary to disturb the old controversy in relation to the relative rights of the Indians and the general government, or the States, prior to the date of the treaty. On reference to the treaty ratified and confirmed by the President, with the advice and consent of the Senate, on the 4th of February, 1831, it will be found that the Choctaws made an absolute cession of the entire country which they owned and possessed east of the Mississippi to the United States. That stipulation, contained in the treaty which gave to the remnant of the tribe until the fall of 1833 to remove west, does not guaranty to them the right of possession of the whole country, nor to any greater portion of it than they are necessarily compelled to occupy for the time being. It is not the lands temporarily in possession of the Indians which the settlers claim the right of entering under the act of 1833, but such as the Indians have abandoned. If the right of the Indians, whatever it might have been previous to the treaty, does not cease and vest in the general government until after the fall of 1833, the United States, I repeat, have no right to sell the lands before that time; and if the right of the government commences before the expiration of the fall of 1833, it must be dated back to the time when the treaty was ratified. The treaty, however, is conclusive on this subject; the lands ceded by the Choctaws have been considered, and are, to all intents and purposes, *public lands*, according to the common acceptation of the term, and have been so considered from the 4th of February, 1831. Those enterprising individuals who were the pioneers in the wilderness, and opened roads into the forests for the benefit of the surveyors, land officers, and land purchasers, did not go there in the capacity of trespassers, squatters, or intruders, but they went there with the approbation of the officers of the general government, and on the express invitation of the chiefs and head men of the Choctaw nation. That clause in the treaty, prohibiting white persons from settling on the lands until after the removal of the Choctaws, was made for the benefit of the Indians, and they had a right to waive it. If the fact of the settlers being, in a legal point of view, trespassers, will exclude them from the provisions of the pre-emption act, the same argument will apply to all of the pre-emption acts which have heretofore been passed by Congress. All settlers on the public lands are trespassers, in contemplation of the laws of the United States. The lands could not have been surveyed without some one to furnish the surveyors with provisions. But for these settlers, the land officers could not be supported, nor the purchasers accommodated at the sales. The very object of the framers of the law was to protect those individuals who had settled there, under the circumstances, on the faith of the justice and liberality of the government, from the merciless speculators and others who would soon follow after them, and reap the benefit of their pioneer labors and perils, by securing to their wives and children a home on a little spot of ground, at the minimum price of one dollar and twenty-five cents per acre. Law, equity, and justice, in my humble opinion, demand a decision in favor of the applicants. Major Dowsing will present to you the course which he has pursued, and the reasons by which he has been governed, for your consideration and opinion.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. E. Hayward, *Commissioner, &c.*

C No. 2.

Washington City, *June* 18, 1834.

Sir: I beg leave to call your attention to a legal question arising under the act of Congress passed on the 2d day of March, 1833, entitled "An act to revive an act entitled 'An act supplementary to the several laws for the sale of public lands.'" The question is simply whether the provisions of the act referred to extend to the settlers on the lands ceded to the United States by the Choctaw Indians, at the treaty of Dancing Rabbit creek. I am not ignorant of the fact that the Commissioner, by a letter under date of April 29, 1833, instructed the register and receiver at Columbus (Mi.) that the act above referred to did not apply to these lands; nor am I ignorant of the fact that the Commissioner confirmed that decision on the presentation of a special case from that office in October last. In consequence of the great press of business in the General Land Office, important decisions are necessarily made in a hurry, without giving the cases the examination their importance demands. Such, I presume, was the case in this instance.

I dissent from the construction placed on the law by the Commissioner, but do not desire to take an appeal from his decision to the Secretary of the Treasury. I have full and implicit confidence in his legal attainments, and will abide by his judgment, pronounced on a thorough investigation of the case, whatever it may be. I only ask a rehearing on argument before the Commissioner himself. The Commissioner, being a lawyer by profession, will not, I trust, consider the request unreasonable or indelicate in me.

I made a communication to the Commissioner on the 27th day of September last, enclosed by Mr. Rose, an attorney at law, who accompanied it with an argument of his own. In this document, to which I beg leave to call the attention of the Commissioner, all the controverted points which arose in the case submitted before the register at Columbus are fully discussed. I will not here repeat them. I will simply call the attention of the Commissioner directly to the point of inquiry which will require any consideration. The provisions of the act before referred to give the right of pre-emption to eighty acres of land to all persons who were settlers or occupants of the public land prior to the first day of May, 1832, but who were prevented from availing themselves of the benefits of the act of April 5, 1832, until after its expiration on the 5th of October following, in consequence of the public surveys not having been made and returned, or where the land was not attached to any land district, &c.

The tract of country referred to comes within both of these rules. 1st. The country was not surveyed prior to the 5th of October, 1832, as is known officially to the Commissioner. 2d. The land, at that date, was not attached to any land district. The land districts were organized by an act passed March 2, 1833. The only question then is, whether these lands were public lands, in the legal and common acceptation of the term, prior to the first day of May, 1832. I admit that they were not considered public lands, within the meaning of the act of Congress, until after the cession of the same by treaty to the United States. The cession was absolute and unconditional. The lands became public, or, in other words, the property of the general government, from the date of the ratification of the treaty. To settle the whole question, it is, then, only necessary to inquire when the treaty was ratified. On reference thereto, it will be found to have been ratified on the 4th day of February, 1831. From that date they became public lands, and subject to the operations of the law under consideration. No further inquiry can possibly be necessary. It is too plain to admit of a serious argument.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. ELIJAH HAYWARD, *Commissioner, &c.*

C No. 3.

WASHINGTON CITY, *July* 21, 1834.

SIR: Daniel Richmond, Conway Oldham, Josiah White, George Simmons, Jefferson Clay, Isaac Richmond, Samuel Hackenbury, David Clay, and Ignatius Bankston, claim a right of pre-emption, each, to eighty acres of land, situate within that district of country ceded to the United States by the treaty of Dancing Rabbit creek, under and by virtue of the provisions of the act of Congress passed on the 3d day of March, 1833. They adduced to the register and receiver of the land office at Chocchuma, Mississippi, satisfactory evidence of their right to the lands which they claimed as aforesaid; but their applications were refused by them, because, in their opinion, the lands ceded by the treaty aforesaid were not public lands on the first day of May, 1832, within the meaning of the act. The parties have enclosed to me their testimony, (which is herewith submitted,) with a request that I would obtain a decision thereon before the proper tribunal. Owing to various causes, unnecessary to mention, the subject has been delayed until this time. I am now enabled by the permission of the Commissioner, who has politely favored me with the enclosed papers, (for the purpose of handing them to you,) to present the subject to you for your decision. The attention of the (then) Secretary of the Treasury (Mr. McLane) was called to the subject by the Commissioner of the General Land Office, in a communication under date of April 19, 1833. Although the Secretary decided two other questions submitted in the same communication, from some cause, (probably hurry of business) he omitted to give an opinion on the question now under consideration. The Commissioner, by a letter bearing date April 29, 1833, informed the land officers at Columbus and Chocchuma that the pre-emption privilege intended by the act of March 2, 1833, did not attach to the lands ceded by the treaty of September 27, 1830. This letter of instructions of April 29, it will be seen by an endorsement on the back of the letter of the Commissioner to the Secretary of the Treasury of the 19th of April, was drawn up by direction of the Commissioner, agreeably to his personal understanding with the Secretary. I mention this circumstance only for the purpose of showing that the subject has not had that mature consideration which its importance demands, and that, in fact, no formal decision has ever been made against the claimants. The instructions, in relation to said act, contained in the general circular of the Commissioner to the several registers and receivers under date of May 17, 1833, do not exclude the Choctaw lands from its operation, but, on the contrary thereof, seem to contemplate its operation on those lands. Under the instructions contained in the aforesaid letter of the 29th of April, the officers at Columbus decided against a case arising under the act of March 2, which was reported to the Commissioner for his opinion. He approved of the decision. In that case A. J. Rose, Esq., and myself made a communication to the Commissioner, in the nature of an argument on the side of the claimants, under date of September 27, 1833, to which I beg leave to call your attention. I also call your attention to a letter of mine to the Commissioner, on the same subject, of the 18th ultimo. It will not be understood that I take an appeal from the decision of the Commissioner. The case now stands in the situation of a rehearing before him, and by him referred to the Secretary of the Treasury.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

C No. 4.

TREASURY DEPARTMENT, *July* 25, 1834.

SIR: The honorable F. E. Plummer has submitted, for the decision of the department, the enclosed applications from Isaac Richmond, Jonah White, Conway Oldham, Daniel Richmond, David Clay, Ignatius Bankston, Samuel Hackenbury, Jefferson Clay, and George Simmons, to complete their pre-emption entries under the acts of 5th April, 1832, and 2d March, 1833.

Upon examination, I find that the parties were all actual settlers and housekeepers on the public lands prior to 1st May, 1832; that the entry and proof were made within the time limited by the act of 2d March, 1833, and thus the evidence of these facts in all the cases, except those of Jefferson Clay and George Simmons, is given according to the form prescribed by the instructions of the department. Thus sustained, it is my opinion that, with the exceptions stated, the right of each to the pre-emption claimed is authorized by the act of 2d March, 1833, subject, however to this limitation, that such entries shall not interfere with reservations made by the treaty with the Choctaws, ratified on the 5th of February, 1831, or in any way abridge the rights secured to others by said treaty. I consider the lands as public ones after the cession, and that the clause against settlers and intruders was for the benefit of the Indians, and to be enforced for them alone, who, in respect to settlers on these lands expressed a wish against their removal.

I am, respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

COMMISSIONER *of the General Land Office.*

C No. 5.

GENERAL LAND OFFICE, *September* 2, 1834.

SIR: I have the honor to represent to you that the tracts of land claimed by pre-emption rights, alleged under the acts of 5th April, 1832, and 2d March, 1833, and which are the subject of your letter of instruction of 25th July last, are ascertained to have been located under the provisions of the act of 20th April, 1832, entitled "An act for the relief of Jefferson College, in the State of Mississippi," as set forth in the accompanying paper. One of those tracts was sold on the 15th November, 1833, and, in one case, wherein the number of the section is not given, the sale or disposition of this land cannot, from such cause, be now detected. I transmit, for your information, the deeds of transfer made by the agent of Jefferson College, under which the register of the land office at Chocchuma has, agreeably to law, issued his certificates of title, which are made of the same validity as a patent.

Your further orders on this subject are respectfully solicited.

With great respect, &c., ELIJAH HAYWARD, *Commissioner.*

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

C No. 6.

TREASURY DEPARTMENT, *September* 3, 1834.

SIR: I return the papers received with your letter of the 2d instant. It appearing that the pre-emption c'aims therein referred to conflict with the titles acquired by the trustees of Jefferson College, in virtue of locations upon the same lands made by that institution under the act of 20th April, 1832, I do not perceive that the department can further interpose until the rights of the claimants are determined by the legal tribunals, or quieted by further legislation. It would seem, however, to be proper that the proofs of the claimants, under the pre-emption act, should be filed in the proper land office with a copy of my letter of the 25th July last.

I am, respectfully, &c., LEVI WOODBURY, *Secretary of the Treasury.*

COMMISSIONER *of the General Land Office.*

D.

CHOCCHUMA, *Mi., October* 21, 1833.

As attempts have been made to induce the settlers on the public lands in the northwestern district to believe that they are entitled to the benefit of the pre-emption law of the 5th April, 1832, as extended in certain cases by the law of Congress passed 20th March last; and as attempts have been made, and are now making, to induce those settlers to believe that they are deprived of the benefits of the above acts by us, contrary to law, and to gratify our feelings towards them, we hereunto annex an extract of a letter to us from the Commissioner of the General Land Office, dated 29th April, 1833, which, by accident, was left at Clinton, and not received here until to-day.

"Enclosed are also duplicates of my circular letters addressed to registers and receivers and surveyors general in relation to the act of Congress of 5th April, 1832, entitled 'An act supplementary to the several laws for the sale of public lands.' The pre-emption privilege extended by that act, which is revived by an act of Congress bearing date the 2d day of March last, *does not attach* to the lands in the northeastern and northwestern districts of Mississippi, ceded by the treaty of September, 1830."

We hope the above extract will satisfy those interested in those claims that our conduct has been

strictly governed by the laws of the land, and that, instead of our deceiving them, those who are urging them to prefer such claims are the persons who wish to gull and deceive them to their injury.

SAMUEL GWIN, *Register.*
R. H. STERLING, *Receiver.*

THE STATE OF MISSISSIPPI, *Holmes County:*

I, Samuel B. Parrish, do solemnly swear, that I am an actual settler and a housekeeper on a tract of public land, viz., the northwest quarter of section number eight, in township number fifteen, of range number one east, and hereby apply to enter the west half of the northwest quarter of said section, under the provisions of an act of Congress approved on the 2d day of March, 1833, entitled "An act to revive the act entitled An act supplementary to the several laws for the sale of public lands," which will include my improvement where I now reside, and which I occupied prior to the first day of May, 1832. And I do further swear, that I have not entered under this act, or under the act of the 5th of April, 1832, to which it is supplemental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

SAMUEL B. PARRISH.

Sworn to and subscribed before me, the 29th day of ——, A. D. 1833.

WILLIAM STIGLER, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

I, William Simmons, do hereby certify and state, on oath, (by request) that Samuel B. Parrish is an actual settler and housekeeper on a tract of public land known and designated (as appears from the lines and corner posts marked by the surveyor) as the west half of the northwest quarter of section number eight, of township fifteen, in range number one east, situate on Little river, in the county of Holmes; and that he lived on said tract of land last year (in 1832).

WILLIAM SIMMONS.

Sworn to and subscribed before me, the 29th day of August, A. D. 1833.

WILLIAM STIGLER, *J. P.*

THE STATE OF MISSISSIPPI, *Yallabusha County:*

Personally appeared before me, Murdoch Ray, an acting justice of the peace for the county and State aforesaid, Thomas C. McMackin, and made oath that he was an actual settler on the east half of southwest quarter, and also had an improvement on the west half of east quarter, section 19, township 24, range 6 east, (on which the town of Henderson is situated,) in the early part of the year 1832; and that he, the said McMackin, was deprived of the necessity of applying for a pre-emption (to which he might have been entitled) by the location of an Indian float on each of the above described quarter sections; and he, the said McMackin, feels himself materially injured by being deprived of his pre-emption. And, inasmuch as the general government could not be injured, (and the claimant perhaps benefited,) he is induced to pray that Congress might grant him the location of a quarter section of land elsewhere in the land district, at the minimum price of the government.

T. C. McMACKIN.

Sworn to and subscribed before me, this 24th December, 1834.

MURDOCH RAY, *J. P.*

We, whose names are hereunto annexed, do consider the above testimony, as given by T. C. McMackin, entitled to due credit, and would be pleased if Congress would pass an act which might embrace him in his application. Given under our hands, this 24th December, 1834.

MARTIN EDWARDS.
DAVID MABRAY.

THE STATE OF MISSISSIPPI, *Yallabusha County:*

Personally appeared before me, Murdoch Ray, an acting justice of the peace in and for the county and State aforesaid, David Mabray, and made oath that he settled and improved on the west half of the northwest quarter section 29, township 24, range 6 east, in the month of February, 1832; and that he, the said Mabray, believes that he was embraced under the act of the — March, 1833, and was entitled under that act to two quarter quarter sections, at the minimum price of the government; and that he, the said Mabray, did actually prove his claim, and presented it to the officers at Chocchuma previous to the sales in November, 1833, and the officers there would have nothing to do with the affidavit, saying that they had no instructions to act on such claims, (which affidavit is now either lost or mislaid,) which land was offered and sold from him, the said Mabray, and he is, therefore, induced to ask Congress, at least, to admit him the right to locate eighty or one hundred and sixty acres elsewhere in his land district, at the minimum price of the government, thinking that the general government will grant relief to an injured settler when injured by her public officers.

DAVID MABRAY.

Sworn to and subscribed before me, this 24th December, 1834.

MURDOCH RAY, *J. P.*

We, whose names are hereunto annexed, being personally acquainted with David Mabray, and knowing to the facts stated in the testimony as given above, know it to be entitled to due credit. Given under our hands this 24th December, 1834.

MARTIN EDWARDS.
T. C. McMACKIN.

THE STATE OF MISSISSIPPI, *Tallahatchie County:*

I do solemnly swear that I was an actual settler and a housekeeper on a tract of public land, viz., lots six and ten of township number twenty-two, in range five east, and intended to apply to the register and receiver at Chocchuma, prior to the public sale of said lands, and prior to any appropriation of the

same, in October last, under the provisions of an act of Congress, approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which would have included my improvements. I settled on said tract of land about the first day of March, 1832, and made valuable improvements. My testimony was drawn up, but was not presented to the register and receiver, in consequence of a decision by these officers that the Choctaw lands were not public lands within the meaning of the act aforesaid, and that the said act did not apply to those lands; by which means I was deprived of the benefits of said act. A floating reservation, granted by the treaty of Dancing Rabbit creek to John Donly, was located on said tract of land so claimed by me. My improvements I value at four thousand five hundred dollars; but the loss which I have in fact sustained by the decision of the officers, is much more than that sum. It has become an important town site, and consequently of great value.

JOHN BALFOUR.

Sworn to and subscribed before me, this 6th day of December, 1834.

THOMAS G. RINGGOLD, *J. P.*

STATE OF MISSISSIPPI, *Choctaw District:*

I do solemnly swear that I am an actual settler and a housekeeper on a tract of public land, viz., the west half of the southeast quarter of section four, township twenty-three, range five east, and hereby apply to enter the west half of the southeast quarter of said section, under the provisions of an act of Congress, approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which will include my improvements. And I do further swear that I have not entered under this act, or under the act of the 5th April, 1832, to which it is supplemental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

ROBERT BELSHA.

Sworn to and subscribed before me, T. B. Ives, an acting justice of the peace of Holmes county, and State aforesaid, October 14, A. D. 1833.

THOMAS B. IVES, *J. P.*

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before Murdoch Ray, Esq., an acting justice of the peace in and for said county, Robert Belsha, and made oath, in due form of law, that he was a resident on public land in 1832 and 1833, and made application to the register to have the same reserved to him, under the pre-emption law of 1832, and was informed that no instructions giving him that authority had ever been received from the War Department, and that he was thereby deprived of the privilege of pre-emption which has been granted to other settlers on United States lands, greatly to his injury: he, therefore, craves that he may be permitted to take a float of 160 acres on any unappropriated land now belonging to the government. His residence was on the 4th section, township 23, range 5 east.

ROBERT BELSHA.

Sworn to and subscribed before me, this 23d December, 1834.

MURDOCH RAY, *J. P.*

We, whose names are hereunto subscribed, are personally acquainted with Robert Belsha, and believe the facts above stated to be true and just.

DECEMBER 23, 1834.

MARTIN EDWARDS.
DAVID MABRAY.
WM. STONE.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, an acting justice of the peace for the above county, John H. Byers, and made oath, in due form of law, that he was an actual settler on public land of the United States, in the limits of the Choctaw nation, in the year 1833; that a float was laid on the land upon which he settled, and that he has been debarred from entering his improvement. The land on which he settled is designated as follows: Section No. 19, township 24, of range 6 east. He now requests that he may have a float granted to him, (by virtue of the act of Congress granting pre-emption rights to settlers of 1833,) to be laid on vacant and unoccupied lots.

JOHN H. BYERS.

Sworn to and subscribed before me, this 17th day of December, 1834.

STEPHEN SMITH, *J. P.*

The undersigned is personally acquainted with the facts above stated by John H. Byers, and believes them to be correct, as set forth in his affidavit.

JOHN H. McKENNIE.

DECEMBER 17, 1834.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esq., an acting justice of the peace in and for said county, W. W. Byers, and made oath, in due form of law, that he resided on public land and cultivated the same in 1833; that he was deprived of the right of pre-emption by a float being entered on his improvements, and that he has been wholly deprived of the privileges granted to other occupants on public lands of the United States: he craves the general government to grant him a float of 160 acres, to the end that he may locate it on lands not otherwise appropriated. His residence was on the 19th section, range 6 east, township 24.

WM. W. BYERS.

Sworn to and subscribed before me, this 22d of December, 1834.

STEPHEN SMITH, *J. P.*

We, whose names are below subscribed, are personally acquainted with W. W. Byers, and believe the facts stated by him to be true, to the best of our knowledge.

MARTIN EDWARDS.
T. C. McMACKIN.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esq., an acting justice of the peace in and for said county, William Blanton, and made oath, in due form of law, that he resided on public land of the United States in 1833, made improvements, and cultivated the same. He was deprived of the privilege of taking his land by pre-emption, in consequence of the land sales, which were commenced at Chocchuma on the 21st day of October, 1833, and continued 12 days. He does not ask or expect the land was sold; but prays that he may be permitted to take 160 acres on any vacant and unappropriated land of the United States. His improvement was on the 17th section, township 23, range 5 east.

WM. BLANTON.

Sworn to and subscribed before me, this 25th December, 1834.

STEPHEN SMITH, *J. P.*

I saw this signed by Wm. Blanton.

We, whose names are below subscribed, are personally acquainted with William Blanton, and believe the facts set forth in this affidavit to be correct and true.

ROBERT BELSHA.
WILLIAM SILLIVENT.

DECEMBER 25, 1834.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, an acting justice of the peace for the above county, Nathan Edwards, and made oath, in due form of law, that he was an actual settler on public lands of the United States, in the limits of the Choctaw nation, in the year 1833; that other persons resided on the same quarter section, and that he has been debarred from obtaining his improvement. The land on which he settled is designated as follows: Section seven, township number twenty-four, range six east. He has been prevented from the advantages of the pre-emption law, and now asks the privilege that has been extended to other early settlers, of taking a float on unappropriated lands of the United States.

Given under my hand and seal, this 19th of December, 1834.

NATHAN his + mark. EDWARDS. [SEAL.]

Sworn to and subscribed before me, this 19th December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with Nathan Edwards, the affiant above, and know that the facts set forth in his affidavit are correct and true, to the best of our knowledge and belief.

WILLIAM B. EDWARDS.
ISAIAH EDWARDS.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esquire, an acting justice of the peace in and for said county, Isaiah Edwards, and made oath, in due form of law, that he resided on public lands of the United States in 1833; that the land on which he lived was sold at the land sales at Chocchuma; that he was not permitted to take his farm by pre-emption, in consequence of instructions not having been given to the register in such cases made and provided: and it also having been made known to him that he can get relief by memorial to Congress, he asks the privilege of having granted to him a float for one quarter section on any lands not otherwise appropriated. He resided and improved the northwest quarter of section 17, township twenty-four, range six east. The said land was purchased at Chocchuma, by T. W. Winter, which appears on the record.

Given under my hand and seal, this 19th December, 1834.

ISAIAH EDWARDS. [SEAL.]

Sworn to and subscribed before me, this 19th day of December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with the facts above stated by Isaiah Edwards, and believe them to be correct, as set forth in his affidavit.

WILLIAM B. EDWARDS.
NATHANIEL his + mark. EDWARDS.

DECEMBER 19, 1834.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, an acting justice of the peace for said county, William B. Edwards, and made oath, in due form of law, that he was an actual settler on public lands of the United States, in the limits of the Choctaw nation, in the years 1832 and 1833; that the said William B. Edwards was prevented from taking the privilege of the pre-emption law of 1832 in consequence of no instructions having been given to the register at Chocchuma. His land having been sold as aforesaid, he craves the privilege, granted to other settlers, of taking by float one quarter section on unappropriated land belonging to the United States. He resided on the northwest quarter of section 7, township 24, range 6, east.

Given under my hand and seal this 19th December, 1834.

WM. B. EDWARDS.

Sworn to and subscribed before me, this 19th December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with the facts set forth in the above affidavit of William B. Edwards, and believe them to be true, and that due faith may be placed therein.

ISAIAH EDWARDS.

his
NATHANIEL × EDWARDS.
mark.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esquire, an acting justice of the peace in and for said county, John H. McKennie, and made oath, in due form of law, that he resided on public lands of the United States (agreeably to his interpretation of the treaty of Dancing Rabbit creek) in the years 1832 and 1833, and proved his claim up before Thomas B. Ives, before the land sales at Chocchuma, which commenced the 21st October, 1833, and requested the register to reserve his land under previous acts of Congress, but was informed he did not think that he was authorized to do so. Further, that the quarter section on which he resided was taken by another claim. He made considerable improvements, which enhanced the value of the land considerably. He further says, he was the first settler on the said land, to wit: the S. E. quarter of section 19, township 24, range 6 east, and that he had not entered any lands under the pre-emption laws of the United States, either in quarters or eighths. He now prays that he may have the privilege of taking 160 acres of vacant and unappropriated lands belonging to the government, at the minimum price, and have the usual time of two years to pay for the same. He believes that his early settlement greatly enhanced the value of the government land in the part of the country he lives in. He yet lives where he first settled, but is compelled to pay rent for the improvements he made.

JOHN H. McKENNIE.

Sworn to and subscribed before me, this 1st day of January, 1835.

STEPHEN SMITH, *J. P.*

We hereby certify that we are personally acquainted with John H. McKennie, and believe the facts stated above are correct. Given under our hands this 1st January, 1835.

T. C. McMACKIN.
JOHN K. MABARY.
M. RAY.

STATE OF MISSISSIPPI, *Holmes County:*

This day personally appeared before me, Thomas B. Ives, an acting justice of the peace for and in said county, John H. McKennie, and made oath that he is an actual settler on public lands, and housekeeper, agreeably to his interpretation of the law, viz., the east half of the southeast quarter of section 19, range 6, east, township 24, and hereby applies to enter the said east half of the said southeast quarter of said section, under the provisions of an act of Congress approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which will include my improvement. And I do further swear that I have not entered, under this act, or under the act of the 5th of April, 1832, to which it is supplemental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

JOHN H. McKENNIE.

Sworn to before (and subscribed) T. B. Ives, an acting justice of the peace in and for said county, October 16, A. D. 1833.

THOS. B. IVES, *J. P.*

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, an acting justice of the peace for the above county, Alfred McCaslin, and made oath, in due form of law, that he resided on public lands of the United States in 1832, and yet resides at the same place; and further says that his residence was floated by an orphan claim, and that he was prevented thereby from obtaining the said land on which he settled. The number of section on which he lives is 19, township 24, range 6, east, on the west half of the southeast quarter of said section 19. He does not request that said land should be granted to him by pre-emption, but that he may have a float granted to him for one quarter section of land on that which is now vacant and unappropriated.

ALFRED McCASLIN.

Sworn to and subscribed before me, this 12th December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with the facts stated above by Alfred McCaslin, and believe them to be correct, as set forth in his affidavit.

DECEMBER 12, 1834.

JOHN H. McKENNIE.
W. E. STONE.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Murdoch Ray, Esq., an acting justice of the peace in and for said county, Baylis Nations, and made oath, in due form of law, that he resided on public land of the United States in 1832 and 1833, and cultivated the same, but was not permitted to enter under the act of 1832, in consequence of no instructions having been received by the register at Chocchuma. The land was sold at the sales in 1833, and I have been deprived of my right of pre-emption. The land on which I resided at the time of the land sales was on the 27th section, township 24, range 6 east.

BAYLIS NATIONS.

Sworn to and subscribed before me, this 23d day of December, 1834.

M. RAY, *J. P.*

We, whose names are below subscribed, are personally acquainted with Baylis Nations, and believe the facts set forth in his affidavit are correct and true.

W. E. STONE,
DAVID MABRY.

DECEMBER 23, 1834.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esq., one of the acting justices in and for said county, William Ormon, and made oath, in due form of law, that he was an actual settler on public land of the United States in 1833. His residence and cultivation were in township 23, section 10, range 5 east; that the said William Orman's land was sold at Chocchuma; that he did not have the privilege of locating the same, in consequence of the register not having been instructed to that effect; and that he is now desirous of obtaining a float of one hundred and sixty acres of unappropriated land of the general government.

Given under my hand and seal, this 29th day of December, 1834.

WILLIAM ORMON. [SEAL.]

Sworn to and subscribed before me, this 29th December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with the facts set forth by William Ormon, and believe them to be correct and true.

WILLIAM SILLIVENT.
ROBERT BELSHA.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esq., an acting justice of the peace in and for said county, Woodard Roan, and made oath, in due form of law, that he was an actual settler on public lands of the United States in 1833. His residence and cultivation were in township 24, range 5 east, section 24; and that the said land was sold at Chocchuma; that he did not have the privilege of locating the same, in consequence of the register not having instructions to that effect; and that he is now desirous of obtaining a float of one quarter section on unappropriated land of the general government.

Given under my hand and seal, this 19th day of December, 1834.

WOODARD ROAN.

Sworn to and subscribed before me, this 19th December, 1834.

STEPHEN SMITH, *J. P.*

We, the undersigned, are personally acquainted with the facts set forth by Woodard Roan, and believe them to be perfectly correct, and due faith may be placed therein.

DECEMBER 19, 1834.

ALFRED McCASLIN,
JOHN H. McKENNIE.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Stephen Smith, Esq., an acting justice of the peace in and for said county, William Sillivent, and made oath, in due form of law, that he was an actual settler on public lands of the United States in 1833, and that he was prevented from his pre-emption claim in consequence of the land sales of October 21, 1833. The land on which he lived was sold at Chocchuma; and he now craves the privilege granted to other persons who were settlers on public lands of the government. He does not expect to get the land on which he resided, but wishes to get a float of one hundred and sixty acres of unappropriated land at the minimum price of one dollar and twenty-five cents, on the usual condition of two years to pay the same. The land which he improved was the 34th section, township 24, range 5 east.

WILLIAM SILLIVENT.

Sworn to and subscribed before me, this 25th December, 1834.

STEPHEN SMITH, *J. P.*

We whose names are below subscribed, are personally acquainted with William Sillivent, and believe the facts set forth in his affidavit to be correct and just; he was a resident on public lands in 1832, and was deprived of the right of pre-emption.

ROBERT BELSHA.
WILLIAM BLANTON.

DECEMBER 25, 1834.

STATE OF MISSISSIPPI, *Yallabusha County:*

This day personally appeared before me, Murdoch Ray, Esq., an acting justice of the peace in and for the above county, Stephen Smith, and made oath, in due form of law, that he was a settler on public lands of the United States in the year 1833, and that his land on which he resided previous to the land sales at Chocchuma was floated, and that he has not had the privilege of other settlers on public lands of the United States, under the pre-emption laws of Congress, granting to first settlers the right of pre-emption; his residence was on the nineteenth section, S. E. quarter, township twenty-four, range six east. He only asks the privilege of taking one hundred and sixty acres by pre-emption on unappropriated lands of the United States in this district.

STEPHEN SMITH.

Sworn to and subscribed before me, this 1st day of January, 1835.

MURDOCH RAY, *J. P.*

We, whose names are hereunto subscribed, are personally acquainted with Stephen Smith, and believe the facts above stated to be correct and true.

JANUARY 1, 1835.

JNO. K. MABRAY.
M. EDWARDS.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

The petition of William Stone, the subscriber, of the county of Yallabusha, in the State of Mississippi, respectfully showeth: That your petitioner was an actual settler and housekeeper on a certain tract of land, being part of the territory ceded to the United States by the Choctaw tribe of Indians, by the treaty of Dancing Rabbit creek; said tract now being, as appears by the maps of the Chocchuma district, the west half of the southwest quarter of section twenty, of township twenty-four, range six, east. That your petitioner was an actual settler and housekeeper on said tract, prior to the 1st of May, 1832; that said tract was not within any survey in time for him to claim the benefit of the act of 5th April, 1832, but that it was surveyed shortly after this last date, as will appear by the records and returns in the General Land Office; whereupon he became fully entitled to a pre-emption of two quarter quarter sections, under the supplementary act of 2d March, 1833. Your petitioner would further state, that he proved up his claim to the above tract, in the form and manner prescribed by a circular from the General Land Office, dated 17th May, 1833, (which papers, from time or accident, are either lost or destroyed;) that he attended at the land office for the Chocchuma district, prior to the land sales of October, 1833, with the proof and money to pay for his land at government price; that the land officers refused to admit his proof and entry, saying that they had no instructions to act in such cases, and that it was the opinion of the department that the Choctaw lands were not subject to pre-emption claims under the above-mentioned acts. Your petitioner would further state, that his farm was put up with other public lands, and sold to some other person, thereby turning your petitioner from his home, and depriving him and his family of the benefits of the great labor and expense which he had undergone in making his improvements.

Your petitioner would now refer your honorable body to the records of the General Land Office, which he confidently believes will show that the opinion of the department has always been that the Choctaw lands were open to pre-emption claims under the acts of Congress of 5th of April, 1832, and 2d March, 1833. Such being the case, and in consideration that your petitioner has been burdened with great expense to provide a home for his family, by purchasing at an advanced price, at second hand; and that he has never been benefited by any pre-emption act, although one of the earliest settlers in this country, your petitioner trusts that, in consideration of the premises, your honorable body, regarding his case, will grant him a float, or pre-emption, or relief in such other shape as to your honorable body may seem fit. And your petitioner, as in duty bound, will ever pray, &c.

WM. STONE.

We, whose names are hereunto subscribed, do hereby certify, that we are personally acquainted with William Stone, the subscriber to the above petition; that full faith and credit are to be given to his statement, as in said petition read to us; and, moreover, that we are knowing to the fact, that he did prove up his claim, and present it to the land officers previous to the land sales in October, 1833; and that in this, as in some other like applications made at the same time, the land officers refused to admit the proof and entry.

ROBERT BELSHA.
DAVID MABRAY.

I, Thomas B. Ives, clerk of the circuit court of Yallabusha county, do hereby certify that I was an acting justice of the peace for Holmes county, in the month of October, 1833, and that William Stone, the subscriber to the annexed petition, appeared before me on or about the first of said month, and proved up a pre-emption claim to two quarter quarter sections under an act of Congress of the 2d March, 1833.

Witness my seal of office, this 29th day of December, 1834.

THOMAS B. IVES, *Clerk.* [L. S.]

THE STATE OF MISSISSIPPI, *Yallabusha County:*

Personally appeared before me, Stephen Smith, justice of the peace for said county and State, William Stone, of said county, and being duly sworn, saith that he is the subscriber to the annexed petition, and that said petition is true in substance and fact.

WM. STONE.

Sworn to and subscribed before me, this 30th day of December, A. D., 1834.

STEPHEN SMITH, *Justice of the Peace of said county.*

I do hereby certify that the above-named Stephen Smith is at this time, and was at the date of the above affidavit, an acting justice of the peace in and for Yallabusha county, Mississippi, and that full faith and credit are to be given to his official acts.

In witness whereof, I have hereunto put my private seal, having no seal of office, this 5th day of January, A. D., 1835.

D. M. RAYBURN, *Clerk.* [SEAL.]

I, Matthew Clanton, judge of probate for Yallabusha county, in the State of Mississippi, do hereby certify that the above named D. M. Rayburn is, and was at the signing of the above certificate, clerk of the probate and police court of said county.

MATHEW CLANTON, *Probate Judge.*

STATE OF MISSISSIPPI, *Choctaw District:*

I do solemnly swear that I am an actual setter and a housekeeper on a tract of public land, viz: the east half of the southeast quarter of section 33, township 23, range 4 east, and hereby apply to enter the east half of the southeast quarter of said section, under the provisions of an act of Congress, approved on the 2d day of March, 1833, entitled "An act to revive the act entitled 'An act supplementary to the several laws for the sale of public lands,'" which will include my improvement. And I do further swear that I have not entered under this act, or under the act of the 5th April, 1832, to which it is supple-

mental, at this or any other land office of the United States, any land in quarter quarter sections, in my own name, or in the name of any other person.

JNO. W. McLEMORE.

Sworn to and subscribed before me, T. B. Ives, an acting justice of the peace of Holmes county, and State aforesaid.

October 17, 1833.

THOS. B. IVES, *J. P.*

The State of Mississippi, *Yallabusha County:*

Personally appeared before me, Stephen Smith, an acting justice of the peace for the county and State aforesaid, John W. McLemore, and made oath that the above described land in his affidavit was, at the land sales at Chocchuma, run on him to twenty-two dollars and sixty-five cents per acre; which amount of money he was not able to pay, and was compelled to forfeit the land. It was then put up a second time, and bought in by Mr. Ellis, (one of the commissioners for the land company,) at one dollar and thirty-five cents per acre, who promised to assign or transfer the certificate to the settler, at whatever he might buy it, (that being an article of agreement between the land company and settlers;) and, after keeping him, the settler, at the office four or five days in suspense, the commmissioners decided that they would not make any such transfers, who were Thos. G. Ellis, M. Gilcrees, Robt. J. Walker, and ——— Jimerson. They then put up the land (which he, the said McLemore, was justly entitled to) at their own sales, and sold it for twenty dollars per acre.

The said McLemore, therefore, submits his claim to the Congress of the United States, thinking that body, if not in their power to give him the land described in his affidavit, will at least permit him to enter either 80 or 160 acres elsewhere in the land district, at the minimum price of the government.

JNO. W. McLEMORE.

Sworn to and subscribed this 29th December, 1834, before

STEPHEN SMITH, *J. P.*

We, whose names are hereunto afixed, being personally acquainted with John W. McLemore, do consider the above testimony entitled to due credit.

MARTIN EDWARDS.
S. SMITH.

The State of Mississippi, *Yallabusha County:*

Personally appeared before me, Stephen Smith, an acting justice of the peace for the county and State aforesaid, Abel Beaty, and made oath that he was present at Elliot, when the register and receiver were there stationed, on the day that John W. McLemore's affidavit was dated, and saw said McLemore make a tender of his affidavit, with the money to pay his land, out of the office, and they, the officers, refused to take either, saying they had no instructions under which they could act in that case.

ABEL BEATY.

Sworn to and subscribed this 29th December, 1834, before

STEPHEN SMITH, *J. P.*

We, the undersigned, being personally acquainted with Abel Beaty, do consider the testimony as given above entitled to due credit.

MARTIN EDWARDS.
S. SMITH.

23d Congress.] **No. 1307.** [2d Session.

APPLICATION OF ILLINOIS FOR AN EXTENSION OF THE PRE-EMPTION LAWS.

COMMUNICATED TO THE SENATE FEBRUARY 4, 1835.

Whereas, A large number of our citizens are now living on public lands that were unsurveyed at the date of their location; *and, whereas,* a still greater number are settlers on lands to which the surveys have not been extended; *and, whereas,* the existing pre-emption laws are based on legal subdivisions, and therefore do not extend the benefits contemplated by the existing laws to the settlers above enumerated; therefore

Resolved, By the general assembly of the State of Illinois, that our senators in Congress be instructed, and our representatives requested to use their exertions, to secure the passage of a law extending to settlers on public lands that were surveyed subsequent to their settlement, the privilege of entering one hundred and sixty acres in eighty or forty acre tracts, or either or both, under the pre-emption privilege, so as to secure their improvements, where the same has been divided by the lines of the public surveys.

(Signed) JAMES SEMPLE, *Speaker of the House of Representatives.*
A. M. JENKINS, *Speaker of the Senate.*

(Copy.)

23D CONGRESS.] **No. 1308.** [2D SESSION.

APPLICATION OF ILLINOIS, FOR THE CORRECTION OF AN ERROR IN A LAND ENTRY, BY DANIEL MALONE.

COMMUNICATED TO THE SENATE FEBRUARY 4, 1835.

Whereas, It has been satisfactorily represented to the present general assembly, that on the 21st day of November, 1829, Daniel Malone, of Perry county, State of Illinois, employed one John Brown, now deceased, as his agent, to enter for him at the land office at Kaskaskia, in said State, the west half of the northeast quarter of section numbered 35, in township numbered 6, south of range numbered 3, west of the 3d principal meridian; and that said Brown entered by mistake, the west half of the northeast quarter, of section numbered 35, in township numbered 4, south of range numbered 3, west of the 3d principal meridian; and that the land thus entered by mistake, is worthless and totally unfit for cultivation; and whereas, the said Malone has applied to the register of the land office aforesaid, to have said mistake corrected, without success, and will suffer considerable loss without relief, therefore,

Resolved, By the senate and house of representatives of the general assembly of Illinois, that our senators in Congress be instructed, and our representatives requested, to use their exertions to procure the passage of a law, authorizing the said Malone to relinquish to the government the half quarter section of land thus entered by mistake, and to enter the one upon which he has made his improvement, and which was intended to have been entered by his said agent, as aforesaid.

Resolved, That they be further instructed and requested to procure the passage of a general law upon this subject, by which any person may be relieved under like circumstances, by making satisfactory proof by his own affidavit, or otherwise, at the proper land office, and where such entries have been patented, that in such cases the error may be corrected, by making the like proof to the Commissioner of the General Land Office, under such regulations and restrictions as may be deemed necessary to prevent the practice of fraud.

(Signed) JAMES SEMPLE, *Speaker of the House of Representatives.*
THOMAS MATHER, *Speaker of the Senate, pro tem.*

(Copy.)

23D CONGRESS.] **No. 1309.** [2D SESSION.

APPLICATION OF ILLINOIS FOR PERMISSION TO RELINQUISH THE SIXTEENTH SECTIONS WHEN WORTHLESS, AND SELECT OTHER LANDS IN LIEU THEREOF.

COMMUNICATED TO THE SENATE FEBRUARY 4, 1835.

To the Senate and House of Representatives of the United States, in Congress assembled:

The memorial of the general assembly of the State of Illinois would respectfully represent: That the benevolent object of the grant, made by the Congress of the United States to the State of Illinois, of "section numbered sixteen in every township, for the use of the inhabitants of such township for the use of schools," must necessarily be frustrated in many instances by the impracticability of reducing the soil to cultivation. Many of the sections thus designated are sterile, situate in morasses, or otherwise unfit for cultivation, and barren of other resources. And this general assembly, believing that the enlightened policy of the nation will look more to the object of the grant than to its exact terms, indulge the hope that you will permit other tracts, possessing the qualities essential to render them of value, and which will afford the means of promoting the great object of the original grant, to be substituted for those which have been found valueless and unavailable for the purposes designed both by the United States and by this State.

Your memorialists therefore respectfully pray the passage of a law authorizing the selection of other sections in lieu of such sections numbered section sixteen as may be found valueless and unavailable for the purposes designated in the grant.

JAMES SEMPLE, *Speaker of the House of Representatives.*
A. M. JENKINS, *Speaker of the Senate.*

23D CONGRESS.] **No. 1310.** [2D SESSION.

APPLICATION OF ILLINOIS FOR A GRANT OF LAND FOR A RAILROAD FROM SHAWNEETOWN TO ST. LOUIS.

COMMUNICATED TO THE SENATE FEBRUARY 4, 1835.

(Copy.)

Whereas, All that portion of the public domain lying within the limits of Shawneetown and Kaskaskia land districts, has been in market now for twenty years, and much of these lands has been sold by the

government, and the best selections have long since been made; and whereas, that portion of the State of Illinois was many years ago the only inhabited part of the State, but that since that time emigration has advanced northward, and public attention has more than ordinarily been drawn towards the northern section of this growing State, and while this has been going on, the eyes of Congress seem to have been turned almost exclusively to the contemplation of the magic like march of that enchanting land, delighted at the progress of things there, it is not unkind or selfish to call the attention of Congress to that old and almost forgotten germ of the State. While public works of vast magnitude and importance, are progressing in other sections of the State, that seem to have every fertility of soil, and innumerable advantages, thus increasing the demand for the public domain, and enhancing the value of property, this section has comparatively stood still; and, whereas, the country between Shawneetown and St. Louis, and that whole section of the State, might be vastly benefited by a donation of land to aid in the construction of a road from Shawneetown, through Franklin county, to St. Louis,

Resolved, That the senators of this State, in Congress, are hereby instructed, and our representatives requested, to procure the passage of a law granting certain lands to aid in the construction of a road leading from Shawneetown, through Franklin county, to St. Louis.

Resolved, That by such a grant of land, many advantages would accrue to that section of the country, in the increase of transportation facilities, and the accession of population, and that, also, it would tend to develop the resources of that region of the country, by giving life and activity to commerce and agriculture, and be the means of increasing the demand and sale of the public domain, in all those land districts before mentioned.

(Signed) JAMES SEMPLE, *Speaker of the House of Representatives.*
THOMAS MATHER, *Speaker of the Senate, pro tem.*

23d Congress.] **No. 1311.** [2d Session.

APPLICATION OF ILLINOIS FOR A GRANT OF LAND FOR A CANAL OR RAILROAD FROM LAKE MICHIGAN TO THE ILLINOIS RIVER.

COMMUNICATED TO THE SENATE FEBRUARY 4, 1835.

Resolved by the general assembly of Illinois, That our senators and representatives in Congress, be requested to use their influence to procure the passage of a law of Congress granting to this State the reserved alternate sections of land on the canal route from lake Michigan to the Illinois river, for the purpose of further aiding this State in constructing a canal or railway between said lake and the Illinois river.

Resolved, That they be requested to use their influence, should such a law pass, so to guard it with provisions, that the State may use the lands herself in making the work, or dispose of them to a company upon such terms as the legislature may provide, in order to insure the accomplishment of the work as speedily as possible.

Resolved, That should they not be able to procure an unconditional grant of said land to the State, then they are hereby requested to use their exertions to procure the passage of a law containing a pledge that, if the State will cause the work to be completed by the State, or a company, within ten years next after the passage of such an act, the title to the said alternate sections shall rest in the State or her grantees.

Resolved, That, if they cannot procure the grant to be made upon either of the terms above, that then they use their influence to obtain for the State a preference in the purchase of those lands at a reasonable price for the whole, allowing to the State a reasonable credit for the same, and that they include in one law, which they may procure the passage of relating to the canal, the military reservation, or fractional section of land on which Fort Dearborn, at Chicago, stands.

Resolved further, That they use their exertions to except from the operation of any pre-emption law those reserved alternate sections on the canal route.

(Signed) JAMES SEMPLE, *Speaker of the House of Representatives.*
THOMAS MATHER, *Speaker of the Senate, pro tem.*

23d Congress.] **No. 1312.** [2d Session.

ON A CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE SENATE FEBRUARY 5, 1835.

Mr. Black, from the Committee on Private Land Claims, to whom was referred the petition of William Stringer, reported:

That it appears that Francis Stringer, deceased, the father of the petitioner, was a resident in the Mississippi Territory on the third day of March, 1803, and that he did, in pursuance of an act of Congress of that date, make application to the commissioners appointed to allow and adjudge claims under the different provisions of that act, for a donation of certain lands on the Tombecbee river. The claim was

presented under the second section of the above-mentioned act, which provided that to each person, being either the head of a family or twenty-one years of age, who did on that day of the year 1797 on which the Spanish troops evacuated the territory, *actually inhabit and cultivate* a tract of land, such tract of land should be granted, not exceeding six hundred and forty acres; such tract not being subject to other claims to which preference is given by the act. No testimony is offered by the petitioner which is new except the affidavit of a witness who was present when the claim was decided on by the board of commissioners. He states that, on the claim being called up, it was mentioned by some that the granting to Mr. Stringer a whole section would be contrary to his interest, inasmuch as he would be unable to pay for it, that, for reason which he does not know or understand, a pre-emption right to a quarter section was ultimately granted. By reference to the proceedings of the board of commissioners, we find the claim of Francis Stringer thus noticed—American State Papers, title Public Lands, page 676:

"MARCH 21, 1804.

"Francis Stringer's claim for six hundred and forty acres under the second section of the act.

"Thomas Bassett, sworn, said: That Francis Stringer settled and built upon the land now claimed in the month of February, of the year 1798. I do not recollect that he made a crop on the premises in that year, but he cleared some land; that from the year 1798 until the present time he continued to cultivate the land now in question.

"The case was postponed for further consideration."

Page 717—"John Collier, Esq., sworn, says:

"That in the month of January or February, 1798, he assisted Francis Stringer to erect a house on the land he now claims; that he believed he got into it with his family in the month of February, and had continued to live and cultivate there ever since; and, he believed, made a crop on the same land in the year 1798: he also states Stringer was twenty-one years of age, and the head of a family.

"Continued for further consideration."

Page 790—The following entry is made:

"On due consideration, the board is of opinion that this claim is not supported agreeably to the requirements of the law, but that the claimant may be entitled under the 3d section of the act to a right of pre-emption to six hundred and forty acres of land, to be located as follows, viz: beginning on the west margin of the Tombecbee river, at the upper corner of John Dean's six hundred and forty acre pre-emption, thence with said Dean's line due west to his northwest corner, thence due north forty-three chains eighty links, then due east to said river, thence down the margin of the same to the place of beginning."

Page 856—"Francis Stringer's case:

"On further investigation and consideration, the board is of opinion that the claim may be located as follows, viz: That a square tract of one hundred and sixty acres, running due north, due east, due south, and due west, shall include the present gin-house of the claimant, in the centre thereof."

It will be recollected that, subsequently to these proceedings, it was discovered that Congress had been mistaken in fixing, in second section of the act of 1803, the time of the evacuation of the Mississippi territory by the Spanish troops, on some day in the year 1797, inasmuch as the evacuation did not, in fact, take place until the 29th day of March, 1798. To correct this, the act of 21st April, 1806, section 4, provided that, in all cases where pre-emption certificates had been granted, under the third section of the act of 1803, on account of habitation and cultivation prior to 30th March, 1798, such certificate should, on application within a fixed period, be changed into donation certificates. And it was further provided, by the act 31st March, 1808, section 2d, that, where payments on such pre-emption certificates had been made, the money should be refunded.

Against these proceedings of the board of commissioners two complaints are now urged, for the correction and redress of which the interposition of Congress is asked. First: That the claim was incorrectly located, having been put in the pine woods, upon land of inferior quality, where Francis Stringer, deceased, had a summer residence, instead of being located on the river Tombecbee, where he had a valuable field and ferry.

Second: That six hundred and forty acres should have been granted to him as pre-emption, under the 3d section of the act of 1803. In the location, both of donation and pre-emption claims, the commissioners were governed by the proof. The claim to no tract could be allowed, unless it was both inhabited and cultivated. It does not appear, by positive proof, that Francis Stringer did reside upon the land on the Tombecbee river, upon which he had the clearing, and attached to which he had a ferry, which he considered as most valuable, and wished to locate. It is true, a witness states that his *summer residence* was on the pine land, for which the certificate was granted, which he says is poor and of little value, but for anything which appears his *winter residence* may have been there also, or may not have been upon the tract which he wished to have granted to him on the river. Nor is it shown that this land was not claimed by any one having a claim preferred to his by the same act of Congress, viz: by British or Spanish grant, or by habitation and cultivation, prior to the day on which the Spanish troops evacuated the country, fixed by the act on some day of the year 1797; but, without pointing out each point of deficiency of proof to authorize any interference in this particular case, your committee think that these locations having been made by legally authorized agents of the government, they cannot, particularly at this distance of time, undertake corrections. The difficulty of the task—the necessary want of full information in each case—are insurmountable obstacles to such an undertaking. If any injustice had been done, proper place to seek redress was at the department having control of the public lands.

It appears, by the first decision of the board, that the pre-emption claim of Francis Stringer was allowed for six hundred and forty acres, to be located on the river; subsequently it was determined to grant a certificate for one hundred and sixty acres, to include the gin-house of the claimant. From this it is fairly inferable that this alteration in the quantity of the land, and the location, was at Mr. Stringer's own solicitation. It appears natural that he should prefer to make his valuable buildings secure, and risk the sales for his cleared land on the river. This also accounts satisfactorily for his getting a certificate for one hundred and sixty acres instead of six hundred and forty. Many settlers did not want so great a quantity of land as a section; and we accordingly find, on examining the record of the proceedings, a great number of the claimants took less than six hundred and forty acres. They were privileged

to claim that much, but it was an advantage which they might waive if they thought proper. They might also take less.

The board of commissioners acting in 1804, in the construction which they gave the 2d section of the act of 1803, which secured to each person of twenty-one years of age, or head of a family, actually inhabiting and cultivating a tract on the day in 1797 on which the Spanish troops evacuated the territory, a donation of such tract of land, confined the settler to proof of habitation and cultivation in the year mentioned in the act, viz: 1797. Your committee are of opinion that a just and true construction of the act of 1803 would have authorized the allowance of donations up to the time the evacuation actually occurred, 29th March, 1798, the true intent and meaning of the act of Congress being, to each settler's coming within the other provisions, a donation up to the time of such evacuation; the actual time should have been regarded, instead of the time supposed in the act. If, under an incorrect decision of the law, it was determined that Mr. Stringer was only entitled to a pre-emption when he was entitled to a donation, and he acting under a mistake as to his legal rights, finding himself only entitled to a pre-emption certificate, accepted it for a small quantity of land, it would appear to be just and proper that he should be relieved from the consequences of such error. This it is competent for Congress alone to do, inasmuch as the act of 1806 only authorized the pre-emption certificates which had been granted into donation certificates in the cases before mentioned. These certificates could not be enlarged. This brings us to the inquiry, was he entitled to a donation by actually inhabiting and cultivating a tract of land prior to the 30th March, 1798? It appears that Francis Stringer settled upon the land to which he made claim in February of that year, but there is no proof whatever of any act of cultivation prior to 30th March, and there is every presumption that there was none.

Your committee, therefore, recommend the adoption of the following resolution:

Resolved, That the prayer of the petition is unreasonable, and ought not to be granted.

23D CONGRESS.] **No. 1313.** [2D SESSION.

ON CLAIM TO LAND IN ALABAMA.

COMMUNICATED TO THE SENATE FEBRUARY 5, 1835.

Mr. BLACK, from the Committee on Private Land Claims, to whom was referred the petition of John B. Toulmin, reported:

That the petitioner prays to be confirmed to a town lot in the city of Mobile, on account of having built upon, occupied and inhabited the same prior to the 15th April, 1813. By an act of Congress of 3d March, 1819, commissioners were appointed to allow and receive evidence of this class of claims. Their report was confirmed by an act 8th May, 1822, by which the claimants of lots in the town of Mobile, under similar circumstances, were confirmed in their title. By an act of 3d March, 1827, these claims were again opened, and the register and receiver of the land office at St. Stephen's were directed to receive additional evidence until the 1st September, 1827. It does not appear that the petitioner made any attempt to avail himself of the advantages of any of the provisions made by these several acts of Congress; nor does he assign any reason for not having done so. The committee are of opinion that they ought not, under these circumstances, to go into the investigation of this claim. If it be once established that claims under such circumstances are to be allowed, the committee would in a short time have on their hands as much labor as any board of commissioners have had. The testimony must be by affidavit; they cannot have either the advantage of knowing the witness or examining him. It is easy to foresee that frauds to a great extent will be practiced, by bringing forward specious claims and supporting them by fictitious witnesses, or such as are unworthy of belief. The committee are of opinion that the petitioner, showing no reason which prevented him from availing himself of the benefit of the former acts of Congress, is not entitled to relief, and report the following resolution for adoption:

Resolved, That the prayer of the petition is unreasonable, and ought not to be granted.

23D CONGRESS.] **No. 1314.** [2D SESSION.

APPLICATION OF RHODE ISLAND FOR A DISTRIBUTION OF THE PROCEEDS OF THE SALES OF THE PUBLIC LANDS AMONG THE STATES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 9, 1835.

State of Rhode Island and Providence Plantations, in general assembly, January session, A. D. 1835:

Resolved, That, in the opinion of this general assembly, it is of great "importance, as it respects both the harmony and union of the States," to make, "as soon as circumstances will allow, a proper disposition of the whole subject of the public lands" of the United States.

2. That a material reduction at the present time of the minimum price at which these lands are offered for sale is inexpedient; and that the relinquishment of them would not only be impolitic, but an act of injustice to the States, inasmuch as a portion of said lands was secured in the possession of the States to which they originally belonged, by the common exertions and sacrifices of the whole country in

the war of our revolution; inasmuch as the portion so secured was afterwards ceded to the United States for the common use and benefit of all the States; and inasmuch as all the residue of said lands, comprising the greater part thereof, was paid for by the people of the whole country, out of the treasury of the United States.

3. That the public lands, being now free from all pledges for the payment of the national debt, by the extinguishment of the same, the annual proceeds thereof ought to be divided among the States of the Union, according to their respective federal representative population, as ascertained by the last census, to be applied by the legislatures of the same to public education, and to such other purposes as said legislatures may designate and authorize.

4. That a copy of these resolutions be transmitted to each of our senators and representatives in Congress; and that they be requested to support the passage of a law in conformity with the opinion herein expressed.

(True copy.) Witness: HENRY BOWEN, *Secretary of State.*

23D CONGRESS.] No. 1315. [2D SESSION.

CLAIMS TO CHOCTAW RESERVATIONS OF LAND UNDER THE 14TH ARTICLE OF THE TREATY OF 1830.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 9, 1835.

WASHINGTON, *February* 6, 1835.

To the House of Representatives:

I submit to Congress a report from the Secretary of War, containing the evidence of certain claims to reservations, under the fourteenth article of the treaty of 1830, with the Choctaws, which the locating agent has reserved from sale, in conformity with instructions from the President, who did not consider himself authorized to direct their location.

Should Congress consider the claims just, it will be proper to pass a law authorizing their location, or satisfying them in some other way.

ANDREW JACKSON.

DEPARTMENT OF WAR, *February* 5, 1835.

SIR: In 1831, the agent for the Choctaws, Colonel William Ward, was instructed to prepare and transmit a register of all persons entitled to reservations under the fourteenth article of the treaty with that tribe, of 27th September, 1830. When the location of these reservations commenced, many claimants appeared, whose names were not upon this register. The number of these applicants having increased, you directed that absolute locations should be made for those only who were registered, but that tracts should be designated on the plats of survey, by the locating agent, and reserved from sale, for all others who should produce probable evidence of being entitled to reservations; and you directed that the agent should report the evidence in each case, to be submitted to Congress. Instructions were accordingly given, in October last, to Colonel George W. Martin, the locating agent, and his report has been received.

I have the honor to lay before you copies of these instructions, of the report of the agent, and the documents that accompanied it, for your examination, to be submitted to Congress if you think proper.

I am, sir, very respectfully, your obedient servant,

LEW. CASS.

To the PRESIDENT.

DEPARTMENT OF WAR, *October* 13, 1834.

SIR: The applications that have, from time to time, been presented to this department by persons claiming reservations under the 14th article of the Choctaw treaty, that the sale of the sections they claim may be suspended, have been submitted to the President, who has directed the following instructions to be communicated to you:

In the cases that have been brought to the notice of this department, it has appeared, from the evidence exhibited, that the names of the claimants were registered, and the record has been lost; or, that the record was made on separate slips of paper that cannot now be found; or, that they applied verbally, and were led by the agent to believe that this was a compliance with the treaty; or, that their application to be registered was refused, without sufficient reason.

There has also been evidence exhibited, to show that the agent certified that persons "caused their names to be registered," whose names are not upon the register returned by him. In this state of things, the President deems it to be his duty to modify the order that precluded you from locating sections for persons not upon this register, in order that the parties may have an opportunity to obtain the action of Congress upon their claims.

You will, therefore, give public notice, that persons who consider themselves entitled to reservations under the 14th article, and whose names are not upon the register of Colonel Ward, will exhibit to you

the evidence in support of their claims. This evidence must show that they were citizens of the Choctaw nation, heads of families, and did signify their intention to become citizens within the time prescribed by the treaty. It must also show the time of their application to be registered, and the conversation and circumstances relating to it.

If they bring themselves within the requisition of the 14th article, and the evidence induces you to believe that the omission of their names on the register was caused by the mistake or neglect of the agent, you will make locations for them in the manner pointed out in the instructions heretofore given to you. These locations, it must be understood, are contingent, and will be complete only in the event of their being confirmed by Congress.

If the whole or a part of a reservation that may be claimed has been sold, you will designate upon the plats tracts of equal dimensions, and of as nearly equal value as practicable.

The register and receiver of the proper land offices will be instructed to reserve from sale the reservations you may locate under this order, until the views of Congress are ascertained.

The President specially directs that you transmit, in season for the action of Congress at its next session, detailed reports showing the names, standing, and credibility of the witnesses, and all the facts and circumstances in each case, with copies of the papers presented to you, and your communications to the land offices upon this subject.

The execution of these instructions will require your prompt and vigilant attention, that justice may be done to the Indians and the government.

I am, &c., MAHLON DICKERSON, *Acting Secretary of War.*

To Col. GEORGE W. MARTIN, *Columbus, Mississippi.*

No. 1.

THE STATE OF MISSISSIPPI, *Lowndes County:*

Colonel John W. Byrn, sheriff of said county, being called upon to state what he heard Colonel David Fulsom, a Choctaw chief, who has gone west of the Mississippi river, say in relation to the erasure of Choctaw names from the books of Colonel Ward, the late agent, states as follows:

That I believe I heard Colonel Fulsom say that he, Fulsom, had scratched the names of Choctaws off the agent's books, where they had been registered for citizenship and land, under the provisions of the 14th article of the treaty of Dancing Rabbit creek, saying "that he wanted them all to go west of the Mississippi river." And further he saith not. J. W. BYRN.

Sworn and subscribed before me, December 24, 1834.

JOHN H. MORRIS, *Justice of the Peace for said county.* [SEAL.]

I, George W. Martin, locating agent, do hereby certify that the foregoing is a true and correct copy of the original deposition of John W. Byrn, on file in my office.

CHOCCHUMA, *Dec.* 29, 1834.

GEO. W. MARTIN.

I am personally acquainted with John W. Byrn, and from my knowledge of him, believe he is entitled to full credit in the testimony he has made upon oath in the foregoing deposition.

DECEMBER 29, 1834.

GEO. W. MARTIN.

No. 2.

STATE OF MISSISSIPPI, *Tallahatchee County:*

This day personally appeared before me, Thomas G. Ringgold, an acting justice of the peace in and for said county of Tallahatchee, John T. Hammond, who, being duly sworn, deposeth and saith, that at the time of the execution of the Choctaw treaty, on the 27th day of September, 1830, he was, and for some time had been, a citizen of the Choctaw country, in said State; that he has for the last five years been acquainted with Charles Frazier, Nelly Dyer, Rachel Davis, James Perry, Nancy Moore, Moses Perry, Molly Frazier, Moontubbi, Tishopia, and Hala, persons whose names are contained in the annexed schedule of claimants under the 14th article of said treaty. That at the time he became acquainted with them, they were, and have ever since continued to be, citizens of the Choctaw nation. That at the time of the execution of said treaty, on the 27th day of September, 1830, they were all heads of separate families in said Choctaw country. That this deponent knows Moontubbi, one of the persons above named, to be a man of intelligence and credibility, and a head man among the more ignorant Indians of his acquaintance, and believes the certificate of the testimony of said Moontubbi, signed by James Oxberry as interpreter, which this deponent has read, to be strictly true. That he is also acquainted with Garret Nelson, the person mentioned in said certificate as having been deputed to carry the list of names taken at the council at John Perry's, to the agency, and have them registered by Colonel Ward, the resident agent. That he knows him to be an intelligent white man, who has long resided in the Choctaw country, and raised a large family of Choctaw children. That he possessed the confidence of the Choctaw people, and having been frequently employed to do their business, this deponent fully believes that he was employed in the manner stated in the annexed certificate of said Moontubbi's testimony. That the said Nelson has removed to the Choctaw country west. That the facts of a council having been held at the house of John Perry, for the purpose stated in said certificate, the mission of Nelson to this agency, and the registry of the said names by the resident agent for the five years, were notorious throughout the neighborhood where the said claimants resided, and near which this deponent resided also, at the time stated in said certificate. That subsequent to the time this registry was reported to have been made, and within six months after

the ratification of said treaty, this deponent visited the office of the resident agent, Colonel Ward, for the purpose of registering his own name for the five years' stay. That in looking over a part of the register of the Choctaw claimants, in said office, at that time, he saw the names of said Charles Frazier, Nelly Dyer, Rachel Davis, James Perry, Nancy Moore, Moses Perry, Molly Frazier, Moontubbi, Tishopia, and Hala, duly registered, with the names of their children, for the five years' stay, under the 14th article of said treaty, with the names of many other persons whom this deponent does not now recollect, which names this deponent was informed by said agent, Colonel Ward, were registered upon the application of the said Garret Nelson. That Enos Ward and Samuel Allen, who accompanied this deponent, and who also saw the names seen by this deponent on said register, have removed to the Choctaw country west. And this deponent further saith, that at the time Colonel Armstrong, the agent sent to examine the Choctaw improvements, visited the country, and took an account of the quantity of land this deponent had in cultivation, he informed said agent that he had registered his name for the five years' stay under the 14th article of the treaty, and did not wish to be registered as a claimant by cultivation; and that he was answered by said agent, that the object in taking an account of his improvements was not to return his name as a claimant by cultivation, but merely to ascertain what portion of the Choctaw country was under cultivation. That when the locating agent, Colonel Martin, appeared in the country, this deponent learned, for the first time, that his name was not returned as registered for the five years' stay; and being informed that he could locate one eighth for cultivation, and supposing it was all he could get, was induced to take it. And this deponent verily believes that James Perry, Rachel Davis, Moontubbi, Nancy Moore, and Tishopia, four of the persons named in the annexed schedule, were induced to have the said James one section, the said Rachel half section, and the said Moontubbi, Nancy Moore, and Tishopia, one-eighth of a section each, reserved for the same cause. And this deponent further saith that he has been informed, and verily believes, that all the persons whose names are contained in the annexed schedule of claimants, except himself, were present at the council of Indians at John Perry's, gave in their names to be registered for the five years' stay under the 14th article of said treaty, were all duly registered within the time prescribed in said article, by the resident agent, Colonel Ward, were all entitled to hold land under said article as citizens and heads of separate families, have uniformly persisted in the same desire, and have all, as yet, been prevented from locating any land, except the said James Perry, Rachel Davis, Moontubbi, Nancy Moore, and Tishopia, who were induced to receive the above-mentioned quantities, under the full impression that they could not hope for more. And further this deponent saith not.

JOHN T. HAMMOND.

Subscribed and sworn to, this 27th day of November, 1834, before me.

THOMAS G. RINGGOLD, *Justice of the Peace.*

No. 3.

THE STATE OF MISSISSIPPI, *Lowndes County:*

We, Reuben H. Grant and Jefferson Clements, having been called upon to state what we know in relation to the conduct and capacity of Colonel William Ward, late agent for the registration of certain Indians or Choctaws, under the fourteenth article of the treaty of Dancing Rabbit creek, for citizenship and land, state as follows, to wit: We have been frequently present when the Indians made application to the agent, Colonel Ward, to register themselves to take citizenship and receive land, under the provisions of the fourteenth article of the treaty of Dancing Rabbit creek, and before the expiration of six months after the ratification of said treaty, and have known the agent, Colonel Ward, to refuse and reject a good number of applicants, "saying that they might go west of the Mississippi river;" that it would be better for them. Being requested, we further state that the agent, Colonel Ward, was frequently incapable of attending to business, from intoxication, and, when not intoxicated, was so negligent and careless that any persons who wished books and papers, did pretty much as they pleased with them; and that said agent was much opposed to the Indians availing themselves of the advantages of the fourteenth article of the treaty aforesaid.

REUBEN H. GRANT.
JEFFERSON CLEMENTS.

Sworn to and subscribed before me, December 23, 1834.

JOHN H. MORRIS, *Justice of the Peace for said county.* [SEAL.]

I, George W. Martin, locating agent, do hereby certify that the foregoing is a true and correct copy of the original deposition of Reuben H. Grant and Jefferson Clements, on file in my office.

CHOCCHUMA, *December* 29, 1834.

GEO. W. MARTIN.

I am personally acquainted with Reuben H. Grant and Jefferson Clements, and, from my own knowledge, believe them to be intelligent, credible, and honest men.

DECEMBER 29, 1834.

GEO. W. MARTIN.

No. 4.

STATE OF MISSISSIPPI, *Lowndes County:*

This 5th day of December, 1834, Major John Pitchlynn, being summoned before me, the subscribing justice of the peace for Lowndes county, for the purpose of being examined touching the applications made to the late Choctaw agent to register certain names for citizenship and lands, under the fourteenth

article of the treaty of Dancing Rabbit creek, after being duly sworn, deposeth and saith as follows, to wit, as set forth in his answers:

Question. Do you know it to be a fact, that Choctaws have often made application to the late agent, Colonel Ward, to have their names registered for citizenship and lands, under the fourteenth article of the treaty; that he duly received and entered these names; and yet that such names so tendered and registered were not afterwards to be found on his books?

Answer. I have often heard it said that there are many such instances, but, of my own personal knowledge, I only recollect one case. That case was as follows: Within the six months after the ratification of the treaty, at the earnest request of two Indian women, one named *Hi-a-cau-ta-na*, a widow woman, with two children over ten years of age, and the other *E-li-ah*, a widow, with one child over ten, I acted as spokesman to the agent for them, and gave in their names, the number and ages of their children, and the place of their residence, which was on a creek called "Trimmed Cane." He wrote the whole down in my presence, in his books, but afterwards it turned out that those names were not to be found in his returns; and the consequence was, that these women lost their lands, which were very good and valuable lands. They were sold at the first land sales.

I now recollect another case of the kind, that came to my knowledge. I mean the case of *Red Pepper*. His name had been duly registered, and by some person afterwards erased. He proved this, made application to Congress, and obtained relief.

And further this deponent saith not.

JOHN PITCHLYNN.

STATE OF MISSISSIPPI, *Lowndes County:*

I, Adolphus, G. Weir, notary public for the county and State aforesaid, duly elected, commissioned and qualified, according to law, residing in the town of Columbus, in said county, do hereby certify that the within named John Pitchlynn, being summoned to appear and testify to the foregoing deposition, this day personally appeared before me, in said county, and, after having been first duly sworn according to law, deposeth and saith, that the facts, as set forth in said deposition, are true, to the best of his knowledge and belief.

In testimony whereof, I, the said Adolphus G. Weir, notary public, as aforesaid, have hereunto subscribed my name, and affixed my notarial seal, at my office, in the town of Columbus, in said county, this eighth day of December, in the year one thousand eight hundred and thirty-four, and in the fifty-eighth year of American independence.

ADOLPHUS G. WEIR. [SEAL.]

I, George W. Martin, locating agent, do hereby certify that the foregoing deposition is a true and correct copy of the original on file in my office.

CHOCCHUMA, *December* 29, 1834.

GEO. W. MARTIN.

I am personally acquainted with Major John Pitchlynn, and believe him to be a man of unquestionable veracity.

DECEMBER 29, 1834. GEO. W. MARTIN.

No. 5.

STATE OF MISSISSIPPI, *Lowndes County:*

I, Grabel Lincicum, of Oktibbeha county, in said State of Mississippi, being called upon to state on oath what I know respecting an application made by certain Choctaw Indians living on the head waters of Pearl, Leaf and Suckenatchie rivers, to William Ward, late Choctaw agent, to enter their names and families as citizens, and take lands under the treaty of Dancing Rabbit Creek, do declare and say as follows, viz: That I was present at the assemblage of Indians, I think in the month of June, 1831, called together at the council house near the agency, as I understood, for the purpose of giving all such Indians as did not wish to emigrate, a chance of registering their names, as provided for in the treaty. I distinctly recollect that a certain Indian, I think it was Captain Post Oak, came forward with a bundle of sticks in his hand, acting as spokesman for the Indians living down on the head waters of the Pearl, Leaf and Suckenatchie rivers, and handed them in, as showing the families that wished to register in that district. The sticks were handed to the agent, and his words explained by the interpreter. The agent took the sticks, and then threw them away, saying that there were too many of them, and that the Indians ought or must move away. When this was explained to the Indians by the interpreter, they were much hurt at it, and showed very great dissatisfaction; and it was not what they had been promised at Dancing Rabbit creek, and in the treaty. They said they would go home and live five years on their lands, as they had confidence that the government would not turn them off, since they were promised at Dancing Rabbit creek, by the commissioners, and it was put down in the treaty, that they might stay and have their lands, and not be forced to move over the Mississippi. Many of them said they would die first, before they would move. This transaction gave rise to a good deal of excitement among many of the persons present, and it was looked on as a violation of the treaty. The Indians on whose behalf this tender of registration was made, live on the head branches of Pearl, Leaf and Suckenatchie rivers, a good deal cut off from other parts of the nation, and did not seem to have any of the better informed and more active leaders to stand up for them.

Question. How did you come in possession of this book or list of names, now delivered to the justice, to be attached to your deposition?

Answer. When Col. William Ward, late Choctaw agent, was about to break up and remove from the agency, he had a vendue of his goods and effects; at that vendue he put up a lot of books and papers, and some sort of lumber or other, which I bid for, and which was knocked down to me; in this lot of things I found this book.

Question. Do you recognize this to be one of Col. Ward's books in which he registered the names of Indians under the treaty of Dancing Rabbit creek?

Answer. Yes. It is very evident that this is one of the agent's books in which he entered the names of the Indians; this seems to be a book used principally for entering the names of orphans. The names are not in Col. Ward's hand; they are in the hand of his brother, Stephen Ward, an assistant, but the closing part and the signature, I believe, is in the agent's own hand.

Question. Do you know whether the names contained in this book are to be found in the agent's general book; that is, the one returned to the government?

Answer. I have examined the general book in the office at Columbus, with this book before me; and I cannot find that the names have been transferred, with the exception of one or two, which may have been elsewhere given in.

And further this deponent saith not.

GRABEL LINCICUM.

Sworn to and subscribed, before me, December 22, 1834.

JOHN H. MORRIS, *Justice of the Peace.* [SEAL.]

STATE OF MISSISSIPPI, *Lowndes County:*

I, William L. Moore, clerk of the court of probate in and for the county and State aforesaid, do hereby certify that John H. Morris, before whom the foregoing deposition was subscribed and sworn to by Grabel Lincicum, is an acting justice of the peace in and for said county and State, duly commissioned and qualified, and that full faith and credit is due to his official acts as such.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county, at office, this 22d day of December, A. D. 1834, and 59th year of American independence.

WILLIAM L. MOORE, *Clerk.* [SEAL.]

I, G. W. Martin, locating agent, do hereby certify that the foregoing deposition of Grabel Lincicum is a true and correct copy of the original, which is on file in my office.

GEO. W. MARTIN.

CHOCCHUMA, *December* 29, 1834.

I am acquainted with Grabel Lincicum, and believe him to be a man of truth and intelligence.

GEO. W. MARTIN.

DECEMBER 29, 1834.

No. 6.

STATE OF MISSISSIPPI, *Tallahatchee County:*

This day personally appeared before me, Thomas G. Ringgold, an acting justice of the peace in and for said county, James Oxberry, who, being duly sworn, deposeth and saith that for the last fifteen years he has constantly resided in the Choctaw country, in said State; that, for the last five years, he has been acquainted with all the persons named as claimants in the annexed schedule of claimants, many of whom he has known for the last ten years; that, at the time he became acquainted with them, they were, and have ever since continued to be, citizens of the Choctaw country, in the said State; that, at the time of the execution of the late Choctaw treaty, on the 27th September, 1830, they were all heads of separate families in said Choctaw country; that he has recently seen all of them except two, and conversed with them in relation to the registry of their names, and the names of their children, with intention of becoming citizens of said State, under the 14th article of said treaty, examining such of them as cannot speak English, in the Choctaw language, and that they all concurred in giving the following account of their proceedings in this matter, viz: That, previous to the 1st June, 1831, a council was held at the house of John Perry, in said Choctaw nation, for the purpose of making up a list or registry of all such heads of families, containing their names and the names of their children, and their ages, as wished to become citizens of the State, and take their lands under the 14th article of the treaty, by remaining five years upon the places where they then resided, and had improvements; that at this council the names of the persons named as claimants in the annexed schedule were all given in, and taken down in writing, by Garret Nelson, except the name of John T. Hammond; that said Nelson was deputed by said claimants, and others whose names were given in at the same time, to go on to the office of the resident agent, Col. Ward, and have them duly registered for the five years' stay; that they always understood, until application was made to the treating agent, Col. Martin, to locate their lands, that their names, and the names of their children, were properly registered, and had been regularly forwarded to the proper office at Washington; that at the last public sales their lands were all sold, except the lands of Charles Frazier, Nancy Frazier, Polly Frazier, and part of Nelly Dyer's, which have not yet been offered for sale; that they have consequently been compelled to leave their places of former residence, but are still remaining in the country with the hope of obtaining lands, being desirous of becoming citizens of the State, and complying in all things with the requisitions contained in the 14th article of the treaty. And this deponent further saith that he obtained from said Garret Nelson, previous to his leaving this country and removing west, a transcript of part of the list of names made by said Nelson at said council, upon which transcript are found most of the names contained in the annexed schedule of claimants, and was at that time informed by said Nelson that he presented to the resident agent, Col. Ward, on the 1st day of June, 1831, the original and full list of all the names taken down at said council, and that the names upon the said list were duly registered by said agent as claimants under the 14th article of said treaty. And this deponent further saith that he visited the office of said agent, Col. Ward, some time after said Nelson had given in said list of names to be registered, and within six months after the ratification of said treaty; and in looking over a part of the register of Choctaw claimants in said agent's office, saw the names of the greater part of the persons whose names are embraced in the annexed schedule, duly registered for the five years' stay; and this deponent verily believes that all the names embraced in the annexed schedule, together with many others, were sent on by said Nelson, and by him given in to the resident agent, Col. Ward, who received and registered them as applicants for lands under the 14th article of the treaty, and that the account of the affair given by the

persons whose names are contained in the annexed schedule, in the annexed testimony of Moontubbi, and by the said Nelson, is strictly true; that the object of this deponent, in looking over a part of said register in said agent's office was to ascertain whether his relations were duly registered, many of whose names are contained in the annexed schedule, and were seen by this deponent on said agent's register, having been given in by said Nelson. And this deponent further saith that he saw the name of John T. Hammond, one of the persons named in the annexed schedule, and the only one who was not present at the council at John Perry's, on the register of said agent, Col. Ward, as a claimant under the 14th article of the treaty, at the time aforesaid. And this deponent further saith that said Nelson has removed from this country to the Choctaw country west, and that William Thompson, the only person who visited the agency in company with this deponent, and looked over with him a part of the registry in said office, has also removed west; and this deponent knows of no person except said Nelson, by whom the fact of the registry of said names in said list contained can be positively proven. And this deponent further saith that, at the time he looked over a part of said registry as aforesaid, and saw the names of part of the persons mentioned in the annexed schedule, he inquired of said agent who had given them in, and was answered by said agent that they were registered upon the application of said Nelson. And this deponent further saith that he examined the said Moontubbi and Tishopia in the Choctaw language, and conversed with the said John T. Hammond, James Perry, and Nancy Moore, in the English language, on the subject of their reserves, and was told by them that, upon being informed that they would not be entitled to the lands under 14th article of the treaty, in consequence of their names not being returned to the office at Washington, they were induced to take, the said James Perry one section, and the said John T. Hammond, Moontubbi, Tishopia, and Nancy Moore, each one eighth of land, to which they were told they were entitled by cultivation, which this deponent verily believes to be true; and that the same consideration influenced Rachel Davis to take half a section. And this deponent further saith that he has long been acquainted with Moontubbi; that he is intelligent and highly credible; and having long been a head man among his people, and transacted business for them, this deponent verily believes the testimony given by said Moontubbi, and interpreted by him, to be strictly true. And further this deponent saith not.

JAMES OXBERRY.

Subscribed and sworn to this 27th day of November, 1834, before me.

THOMAS G. RINGGOLD, *Justice of the Peace.*

Moontubbi, a Choctaw Indian, states that he attended a council of Indians held at the house of John Perry, residing in the Choctaw nation, previous to the 1st day of June, 1831, for the purpose of making out a list of persons who intended to become citizens of the State, and take a five years' stay under the 14th article of the late Choctaw treaty, and that the business of the council was in part entrusted to his management, and that he proceeded in the following manner, viz: Having marked a line, and placed the people all on one side, he told them that all such heads of families as wished to become citizens, should cross the line, and place themselves on the other side; that immediately all the persons in the annexed schedule named, (except John T. Hammond, who was not present at the council,) with many others, crossed the line, and expressed their determination to become citizens; that their names, and the names of their children, were then taken down in writing, and the list of them handed to Garret Nelson, who was deputed to go on to the agency, and have them registered for the five years' stay; that he always supposed they would hold the land they were registered for, until informed that their names were not on the books at Washington; that the lands of all of them were sold, except that of Charles Frazier, and part of that of Nelly Dyer, whose lands have not yet been offered for sale, but whose names have been lost with the rest, as he is informed; and except, also, a section for James Perry, half a section for Rachel Davis, and an eighth of a section, each, for himself, Nancy Moore, and Tishopia, which were reserved without their request or wish, as they still wish and intend to become citizens, and although driven from their former residences, to remain in the country. Taken this 15th day of November, 1834, by me, as the interpreter of Col. Martin.

JAMES OXBERRY.

We certify that we have, for about a year past, been acquainted with John T. Hammond and James Oxberry, who have, during that time, resided in the neighborhood of this place; and we have no hesitation in saying that we consider them highly credible and intelligent men, and worthy of all confidence.

CHOCCHUMA, *November* 27, 1834.

R. H. STERLING.
SAMUEL GWIN.

No. 7.

THE STATE OF ALABAMA, *Sumpter County:*

Personally appeared before me, Philip L. Grover, an acting justice of the peace in and for the county of Sumpter aforesaid, John Jones, of said county, who, being first duly sworn, deposes and says that he was at the place called the Old Factory, in this county, at and during the time of the distribution of the annuity, in the year 1831: that at the time aforesaid, he understood one room up stairs of the Factory dwelling-house to be appropriated to Colonel Ward, as he understood, the government agent, for the purpose of registering the names of such Choctaws as wished to remain and become citizens of the United States under the 14th article of the treaty concluded the 27th day of September, in the year 1830, between the commissioners of the United States and the mingoes, chiefs, and warriors of the Choctaw nation, at Dancing Rabbit creek; that Colonel Ward was there at that time, and made known that but one family of Indians would be admitted at a time; he had previously heard it published that the time was shortly to expire at which they, the Choctaws, would be permitted to register their names, and all who wished to remain, and avail themselves of the benefit of the article of the treaty above mentioned, were requested to come forward immediately. He understood the Suckenatchie Indians, otherwise the warriors of the Little Leader, to be there, many of whom he was acquainted with, for the purpose of

registering their names, and saw several families going up and coming down the stairs; did not see any of their names, but believes all of them to have been registered, as he understood that to be their business, and knows them to have been anxious to do so.

his
JOHN × JONES.
mark.

Sworn to and subscribed, in my presence, this 25th November, 1834.

P. L. GROVER, *J. P.* [SEAL.]

THE STATE OF ALABAMA, *Sumpter County:*

Personally appeared before me, Philip L. Grover, an acting justice of the peace in and for the county of Sumpter aforesaid, John B. Hancock, of said county, who, being first duly sworn, deposes and says, that he was at the place called the Old Factory, in this county, at and during the time of the distribution of the Choctaw annuity, in the year 1831; that, previous to that time, he had heard it published through the country, in obedience, as he understood, to the orders of Colonel Ward, the government agent, that the time for registering names under the 14th article of the treaty at Dancing Rabbit creek, was about to expire, and that all who wished to avail themselves of the benefits of that article must come forward at the time above mentioned. He met with many of the Suckenatchie Indians at the Factory, who, he understood, were there for the purpose of registering their names; saw Colonel Ward, the agent; understood one of the rooms, up stairs, of the Factory dwelling-house to be appropriated to him; saw several families going up and coming down at different times; saw many of their names on the registry book; believes all to have registered, as he knows them all to have been anxious for it, and had, till within a short time since, believed them to be registered.

JOHN B. HANCOCK.

Sworn to and subscribed, in my presence, this 25th day of November, 1834.

P. L. GROVER, *J. P.* [SEAL.]

THE STATE OF ALABAMA, *Sumpter County:*

Personally appeared before me, Philip L. Grover, an acting justice of the peace for the county aforesaid, Matthew Seabronch and Benjamin F. Bullock, who, being first duly sworn, depose and say, that they were at the place called the Old Factory, at the time of the distribution of the Choctaw annuity, in 1831; that Colonel Ward was there for the purpose, as they understood, of registering their (the Choctaw) names, under the 14th article of the Choctaw treaty, concluded at Dancing Rabbit creek the 27th day of September, 1830; that they saw many of the Suckenatchie Indians there, whose business, they understood from them, was, to register their names under the article of the treaty above mentioned, and that they believe many of them to have registered, as they were anxious for so doing.

M. SEABRONCH.
B. F. BULLOCK.

Sworn to and subscribed before me, at office, 25th day of November, 1834.

P. L. GROVER, *J. P.* [SEAL.]

THE STATE OF ALABAMA, *Sumpter County:*

I, Daniel Wormack, clerk of the county court of Sumpter county, do hereby certify that Philip L. Grover, whose name appears to the foregoing affidavits, is an acting justice for said county, and was at the time of signing and transacting the same; and that full faith and credit is due his official acts as such.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the county of Sumpter, this 27th day of November, A. D. 1834.

DANIEL WORMACK, *Clerk.* [SEAL.]

The foregoing is a true copy of the several affidavits annexed, the originals being placed on file in my office.

GEO. W. MARTIN, *L. Agent.*

CHOCCHUMA, *December* 29, 1834.

From information, I am induced to believe that John Jones and John B. Hancock are credible witnesses, and that what I know of B. F. Bullock, I believe him fully entitled to credit.

GEO. W. MARTIN.

DECEMBER 29, 1834.

No. 8.

STATE OF MISSISSIPPI, *Lowndes County:*

Ho-pi-es-ka-te-ne, or the "Little Leader," being summoned to state what he knows respecting the registration of the names of certain Choctaws, living on Sook-e-nock-e, to become citizens and hold their lands as provided for in the 14th article of the treaty of Dancing Rabbit creek, deposeth and saith as follows, to wit: That, within six months from the ratification of the treaty, he went with certain Choctaw Indians, living on the waters of Sook-e-nock-e, to the Old Factory, where the agent, Colonel Ward, was to attend to distribute the annuity, and to receive and register names of such as were unwilling to emigrate, but wished to stay and become citizens, and hold their lands. He says that he sat near Colonel Ward, and assisted to give the names and numbers of children, as the Indians came up, one at a time; that, when the agent got through with one, he would go away, and another would come up; that he (the agent) wrote all their names down on paper, as also the number and ages of their children.

He further states that, before they got through registering all the names, the agent got up from his

seat, and said they must stop and go to distributing the annuity, otherwise it would be too late, and that those present who wished to register must come up to the agency. He then put up the paper on which he had written the names, and stuck it in his pocket, and went off to drinking and distributing the annuity.

Question. Was the agent intoxicated during that day?

Answer. He acted very much like a drunken man.

Question. What became of those whose names were not then taken down?

Answer. They afterwards went up to the agency, and were recorded, and these are the only ones whose names can now be found on the book; the names of the rest (those taken at the Old Factory) have been lost or destroyed.

Question. Did these people give in their names with the intention of staying here, becoming citizens, and living on their lands?

Answer. Yes, most certainly they did. From the first establishment of the treaty, they declared that they never would go over the Mississippi, but would stay here and become citizens among the white people. He says that himself, Chap-a-ho-ma, and others counseled with George S. Gaines how they must act to hold their lands, and that they acted according to the advice of Mr. Gaines.

The Little Leader, Chap-a-ho-ma, and two others, here gave in a list of names, for the locating agent, of all of those who then registered and are yet in the country, (omitting those who have since emigrated,) and who now claim their lands under the 14th article of the treaty. And further this deponent saith not.

HO-PI-ES-KA-TE-NE, his + mark.

Major John Pitchlynn maketh oath that he acted as interpreter in this examination of "the Little Leader," or Ho-pi-es-ka-te-ne, and that the above deposition truly sets forth the facts stated by him, and the answers given to the questions proposed to him.

JOHN PITCHLYNN.

John Carter, of Kemper county, being also called on to state what he knows respecting said Indians, deposeth and saith as follows, as is set forth in his answers:

Question. Do you reside near the Sook-e-nock-e Indians, and, if so, what is their condition?

Answer. I do reside near them. These Indians, being a remnant of the Sook-e-nock-e settlement, claim to be entitled to lands under the treaty of Dancing Rabbit creek; they say that they gave in their names to the agent. In various instances white settlers have come in, driven them out of their houses and off their lands, and taken possession of both. In some cases, where these Indians have spoken up for their rights, these intruders have beaten and abused them very much. I have seen Indians with the marks of violence on their persons a good while after they were inflicted. In some cases the best lands of these people have been taken away from them, and covered with pre-emption rights. These Indians are civil, peaceable, and inoffensive people, who interrupt no person, and seem only to want their lands and possessions. Further this deponent saith not.

JOHN CARTER.

John Walker who also resides near the settlement of the Sook-e-nock-e Indians, deposeth and saith as follows: That all these Indians claim their lands under the treaty; they say they gave in their names to the agent at the Old Factory; that he knows, from his own observation, and from general information, that these Indians have been very much intruded upon and ill-treated by certain white men who want their lands. Some of these Indians have been forced off their lands and cruelly treated by these intruders. He says, as he was on his way to Columbus a few weeks ago, an old Indian woman came to him crying and complaining that a man by the name of Yancy had driven her out of her house, and would not even let her dig her potatoes, besides much other ill-usage. He further states that these poor Indians will, in a short time, be deprived of all their good lands unless government shall soon step in and secure their rights. Further this deponent saith not.

his
JOHN + WALKER.
mark.

STATE OF MISSISSIPPI, *Lowndes County:*

I, Adolphus G. Weir, notary public for the county and State aforesaid, duly elected, commissioned, and qualified, according to law, residing in the town of Columbus, in said county, do hereby certify that the within named Ho-pi-es-ka-te-ne, being summoned to appear and testify to the foregoing deposition, this day personally appeared before me in said county, and, after having been first duly sworn according to law, deposeth and saith, through his interpreter, Major John Pitchlynn, who was also sworn according to law well and truly to interpret, that the facts as set forth in said deposition are true, to the best of his knowledge and belief: and, also, I do hereby certify that John Carter and John Walker, in like manner, personally appeared before me in said county, and, after having been severally sworn, depose and say, that the facts as set forth in said deposition are true, to the best of their knowledge and belief.

In testimony whereof, I, the said Adolphus G. Wier, notary public as aforesaid, have hereunto subscribed my name, and affixed my notarial seal, at my office, in the town of Columbus, in said county, this 8th day of December, 1834, and fifty-eighth year of American independence.

ADOLPHUS G. WEIR. [SEAL.]

I, George W. Martin, locating agent, do hereby certify that the foregoing is a true and correct copy of the depositions of Ho-pi-es-ka-te-ne, and John Carter, and John Walker, and that the original is on file in this office.

GEO. W. MARTIN.

CHOCCHUMA, *December* 29, 1834.

No. 9.

STATE OF MISSISSIPPI, *Lowndes County:*

Grant Lincecum, being called on to state what he knows touching an application made to William Ward, late United States agent, by certain Choctaw Indians, to have their names registered according to the 14th article of the treaty of Dancing Rabbit creek, deposeth and saith as follows, to wit: That he was present at the assembly of Indians, called at the council house near the agency, in June, 1831, for the purpose of distributing the annuity, and of affording to all such Indians as did not wish to emigrate, an opportunity of registering their names to become citizens and hold lands, as provided for under the 14th article of the treaty. He states that when the business of the day was opened, the agent directed the interpreter, Middleton McKee, to tell the Indians that all who did not wish to emigrate had a right, by the treaty, to stay and hold lands, and that he was then ready to receive their names, and register them in his book; all of which the interpreter did make known to the Indians. This deponent further states, that after the business of the day had considerably advanced, and while he was standing near the agent's table noticing what was going on, he saw a parcel of Indians come up, with an Indian they called the *Red Post Oak* as their spokesman, and one or two others as sort of leaders. One of them had a bundle of sticks in his hand, which he gave in to the agent, and told the interpreter to inform the agent that these sticks represented a number of Indians who were unwilling to go away, and who wished to remain, become citizens, and hold their lands, and that they would give in the names of each head of a family, the number and sizes of their children.

The interpreter explained all this to the agent, who took up the sticks and threw them away, and said there were too many of them, and told the interpreter to tell them that they must move west of the Mississippi.

Question. Did the interpreter tell the Indians what the agent said?

Answer. Yes, he did, and it gave great dissatisfaction to them. Some of them talked a good deal about it, and said it was not what the treaty promised them; they said they would never move away; that the treaty promised them they might stay here and live on their lands if they did not wish to move away. Some of them said they would die before they would go; others said they would go home and live on their lands, for they had confidence that the government would not drive them off. There were some white men present who advised the Indians to go home and stay on their lands, and told them that the government would treat them honestly.

Question. Do you understand the Choctaw language.

Answer. Yes, I understand and speak it very well. I have lived in constant intercourse with the Choctaws for the past twenty odd years.

Question. Is it a common method for the Choctaws to give in and enumerate by sticks in the manner you mentioned?

Answer. They always use sticks, or corn, or something of the sort, to count by; most commonly small sticks.

Question. What became of those Indians after they were repulsed in the manner you stated by the agent?

Answer. They all went to their homes. After a time some of them became discouraged, thinking they could get no lands, and concluded to move off to Arkansas. But others of them still stick to their homes, and say they never will move, but will die first. The last time the emigrating agent was collecting a company to go, one of the sub-agents went among the Indians to get them to go. Finding that persuasions would not do, he used all kinds of threats, and told them, if they did not go, the soldiers would soon come with their muskets and drive them off. About that time I passed through one of their little settlements, and found, in some places, the women and children had left their houses, and fled into the woods and swamps to keep out of the way of the soldiers. They were told that the soldiers were coming with guns and bayonets to drive them off. I told them it was all false, and quieted their fears as well as I could, and they returned to their houses. They have since lived on their lands, except in some cases where white settlers would drive them off and take possession of their houses and lands; and those who occupied good land have generally met with this fate. The coming on of the land sales has alarmed them, as they are told by the whites that their lands will now be sold. This has made them employ counsel, and apply to the government for relief and aid.

Question. Have any of these Indians, to your knowledge, ever received any reservations, such as field or cultivation claims, for their improvements?

Answer. No. I have frequently been among them, and I am very certain that not one of those now applying to Congress ever received any reservations, or other benefits of the treaty. All they wanted was their lands and homes, and they say they wish to become citizens, and live under the white men's laws.

Question. You say that the agent, in the morning when the business opened, gave notice that all who wished might come forward and register, and then, after a time, he refused to register the names offered. How do you account for this conduct?

Answer. All who knew the agent's habits can very easily account for it. In the morning he was sober, and in the evening he was drunk.

Question. Was the agent in the habit of intemperance?

Answer. Hundreds besides myself can answer that question in the affirmative.

Question. Do you recollect of seeing Samuel McGee in May or June, of the year 1831, at the agency give in his name, and did you see the agent register it?

Answer. Yes; I think it was in May, 1831, I was with McGee at the agency, and I saw him give in his name, and saw Colonel Ward enter it down, but I understood that his name was not afterwards to be found, and McGee's land was sold from him at the sales. It was first quality land; he has never yet got any land.

And further this deponent saith not. GRANT LINCECUM.

THE STATE OF MISSISSIPPI, *Lowndes County:*

I, Adolphus G. Wier, notary public for the county and State, duly elected, commissioned, and qualified, according to law, residing in the town of Columbus, in said county, do hereby certify that the within

named Grant Lincecum, being summoned to appear and testify to the foregoing deposition, this day personally appeared before me in said county, and, after having been first duly sworn according to law, deposeth and saith, that the facts as set forth in said deposition are true, to the best of his knowledge and belief.

In testimony whereof, I, the said Adolphus G. Wier, notary public as aforesaid, have hereunto subscribed my hand, and affixed my notarial seal, at my office, in the town of Columbus, in said county, the 8th December, 1834, and 58th year of American independence.

ADOLPHUS G. WIER. [L. S.]

I, George W. Martin, locating agent, do hereby certify that the foregoing is a true and correct copy of the original deposition of Grant Lincecum, which is on file in my office.

CHOCCHUMA, *December* 29, 1834.

GEO. W. MARTIN.

I am personally acquainted with Grant Lincecum, and believe him to be a man of truth and intelligence.

DECEMBER 29, 1834.

GEO. W. MARTIN.

No. 10.

STATE OF MISSISSIPPI, *Lowndes County:*

Adam James, being called upon to state what he knows respecting the application of certain Choctaw Indians to Mr. Ward, the late agent, to register their names for citizenship and land, under the 14th article of the treaty of Dancing Rabbit creek, deposeth and saith, as set forth in his answers to the following interrogatories, to wit:

Question. Were you present at the meeting of Indians held at the council house near the agency, in the spring of 1831, which was called for the purpose of distributing the annuity, and of receiving names of such as wished to register for citizenship, and to hold their land?

Answer. Yes, I was present at the council or meeting.

Question. Did you see any Indians offer to register their names, and refused by the agent, and their sticks thrown away?

Answer. Yes, I did. I was standing, among others, close by where the agent was, at his table, and saw a number of Indians from the settlements on the head waters of Pearl, Leaf, and Suckenatchie rivers, with Red Post Oak and some other leaders at their head, come up to register. They handed in a bundle of sticks, and said they wished to register the families that those sticks stood for, and that they would give in the names and numbers and ages of the children; they said they would not move off, but wanted to stay here, and live on their lands. When the interpreter, old McKee, told this to the agent, he took the sticks, and flung them away, and said there were too many of these Indians, and that they must move away.

Question. What became of the Indians after this refusal on the part of the agent to take their names?

Answer. They retired very much hurt and dissatisfied, and said it was not what was promised them in the treaty, and by Major Eaton, in his last talk at Dancing Rabbit creek. Old McKee, the interpreter, also said it was a violation of the treaty, and he did not like it, for the agent had made him, in the morning, tell the Indians that all had a right to register and stay here, and hold their lands, if they did not choose to move; and now to turn them off in this way looked very bad, and the Indians might say he did not interpret right.

Question. What became of the Indians?

Answer. They said they would go home and stay on their lands, for they belonged to them. Some said the agent was drunk, and they did not believe the government would take their lands from them; others said they would die rather than go to Arkansas. Since, however, a good many of them have been persuaded to go away, but others still stick to their houses, and say they will never go; they are now in hopes of getting their lands from government, as all that have not moved away are trying to get their lands.

Question. Have the whites intruded on the improvements of these Indians?

Answer Yes, they have, and in many cases taken their good lands from them, and pushed the Indians on the poor land. I understand that a great deal of the best land of the Indians, that was not sold at the first land sales, has now been taken by pre-emption rights.

In answer to question, he further states that Mr. Ward was very often disqualified for business in consequence of drinking, and that he believes he was intoxicated at the time he threw the sticks away.

He also states that Middleton McKee, the interpreter, has been dead these two years.

Question. What became of the sticks that were thus thrown away by the agent?

Answer. They were picked up by an Indian of the name of Hol-lo-tubbe, who said that he would keep them to show hereafter.

Question. Where is Hol-lo-tubbe?

Answer. He afterwards moved west of the Mississippi, and I hear that he is now dead.

And further this deponent saith not.

ADAM JAMES.

THE STATE OF MISSISSIPPI, *Lowndes County:*

I, Adolphus G. Weir, notary public for the county, in the State aforesaid, do hereby certify that the above-named Adam Jones, being summoned to appear before me in said county, this day personally appeared before me in said county, after having been duly sworn, deposeth and saith, that the facts, as stated in the foregoing deposition, are true, to the best of his knowledge and belief.

In testimony whereof, I, the said Adolphus G. Weir, notary public as aforesaid, have hereunto subscribed my name, and affixed my notarial seal, in the town of Columbus, this 9th day of December, 1834, and 58th year of the American independence.

ADOLPHUS G. WEIR. [SEAL.]

I, George W. Martin, locating agent, do hereby certify that the foregoing is a true and correct copy of the original deposition of Adam James, and which is on file in my office.

GEO. W. MARTIN.

CHOCCHUMA, *December* 29, 1834.

No. 11.

STATE OF MISSISSIPPI, *Tallahatchee County:*

Personally appeared before me, the undersigned, a justice of the peace in and for the county and State aforesaid, James Standley, who, being first duly sworn by me, to the following interrogatories made the following answers, to wit:

Question first. How long have you been acquainted with William Simmons?

Answer. Since about one year before the treaty of Dancing Rabbit creek, between the Government of the United States and the Choctaw nation of Indians.

Question second. Where has said Simmons resided since you became acquainted with him?

Answer. He has resided on Femergusha creek, in the southern part of the Choctaw nation of Indians, on the same place that he now claims under the 14th article of the treaty of Dancing Rabbit creek.

Question third. State whom he married, and, at the time of the said treaty, whether he was the head of a Choctaw Indian family, and whether he then was, and now is a Choctaw citizen.

Answer. He married a Choctaw Indian woman named Foster, and was, at the time of said treaty, the head of a Choctaw Indian family, resided in the nation at the place aforesaid, and still resides there, and was since about one year before the treaty, and has been since, and now is, a Choctaw citizen.

Question fourth. If you know anything in relation to said Simmons having registered under the 14th article of said treaty, please to state it.

Answer. Some time in the month of June or July, 1831, I went, in company with William Simmons, to the agency at Colonel William Ward's, for the purpose of registering under the 14th article of the treaty aforesaid. Upon our arrival, we were both registered on the register kept by said Ward for that purpose, within the time prescribed by said treaty, and I saw said Ward set down the name of said Simmons, with the number of his children under ten years of age at the time of said treaty, (being two,) with his own hand, on his register. Afterwards I was at the agency in September following, and saw Simmons' name on the same book, and saw said Ward, strike out the names of various persons, and, among the rest, I saw said Ward strike out the name of one Indian who was not present, and heard him (Ward) remark, when he struck it out, "that he reckoned that fellow did not wish to stay either." The names of some were struck off upon the representation of their neighbors who were not present, and, indeed, the whole business, to me, seemed to be done in a very loose manner. I have examined the list furnished to Colonel Martin by the War Department, and the name of William Simmons is not to be found upon it; I mean the list of claimants under the 14th article of said treaty.

JAMES STANDLEY.

Sworn to and subscribed before me, the 27th day of November, A. D. 1834.

THOMAS G. RINGGOLD. [SEAL.]
Justice of the Peace of Tallahatchee county, Mississippi.

I have known James Standley for some twelve months or more, and, from what I know, am induced to believe him intelligent, and worthy of credit on oath.

DECEMBER 24, 1834. GEO. W. MARTIN.

No. 12.

GENERAL LAND OFFICE, *January* 15, 1835.

SIR: I have the honor to transmit, herewith, copies of the undermentioned letters and papers, viz: letter of 17th ultimo from the register of the land office at Chocchuma, transmitting a list of lands selected by William Trahern for Choctaw orphans.

Letter of 17th ultimo from the register at Chocchuma, respecting the location of reservations for Allen Jenkins.

Letter of 23d ultimo from the register at Chocchuma, with a list of the lands reserved at the late public sales at that office, as reservations under the 14th article of the Choctaw treaty of 1830.

Letter of the 29th ultimo from the land officers at Tuscaloosa, with a list of the lands claimed under the 14th article of the Choctaw treaty of 1830, as Indian reservations.

I am, &c., ELIJAH HAYWARD.

Hon. LEWIS CASS, *Secretary of War.*

NORTHWEST LAND DISTRICT, *Chocchuma, Miss., December* 17, 1834.

SIR: I herewith enclose additional testimony, furnished by Allen Jenkins, in reference to his claim on sections 25 and 26, township 25, range 2 east, viz: the letter of George W. Martin, the locating agent, under date of the 30th of September, 1833, to which there is annexed the certificate of Samuel Neill, deputy surveyor; also, the affidavits of Samuel Neill and Lemuel George upon the same subject.

I am, &c.,

SAMUEL GWIN, *Register.*

ELIJAH HAYWARD, Esq., *Commissioner of the General Land Office, Washington.*

SEPTEMBER 30, 1833.

SIR: You are, agreeably to the decisions already made by me in locating floating claims, entitled to

locate your two floating claims on the two sections including or adjoining your present residence and improvement; and they would be registered and returned at this time, but for the circumstance, as I am informed, that there has been some mistake in numbering the township in which you live; and, to prevent mistake, I would recommend that you defer making your location until it is corrected by the United States surveyor, so as to enable you more properly to designate your location on the plat of survey, and to render the location full and permanent.

Yours, respectfully, GEORGE W. MARTIN, *Locating Agent.*

Mr. A. JENKINS.

N. B.—You at present apply, on condition it can be done, and correctly, for section 25, township 25, range 2 east, and also for section 26, township 25, range 2 east.

GEORGE W. MARTIN, *L. A.*

I do hereby certify that, at the time I was surveying township 25, range 2 east, in placing the number of the sections upon the bearing trees at the corner of the sections 26, 27, 34 and 35, a mistake was made, to wit, the number 34 was placed upon two of the bearing trees at said corner, when one should have been 35, which mistake I have since corrected.

Given under my hand, this 13th day of December, 1834.

SAMUEL NEILL, *Deputy Surveyor.*

Witness: THOMAS G. RINGGOLD, *Justice of the Peace.*

STATE OF MISSISSIPPI, *Tallahatchee County:*

This day Samuel Neill personally appeared before me, an acting justice of the peace in and for the said county, and being duly sworn, states: That, in the month of February, 1833, I was engaged in surveying township 25, range 2 east, and I was requested by Allen Jenkins to select such portions of said township as, in my judgment, he might float to advantage. I accordingly selected and recommended to him to float sections 25 and 26 of said township and range, and marked off, on my map or diagram, annexed to the field notes of the survey of said township, the aforesaid sections 25 and 26, at the request of the said Allen Jenkins. He further states, that he furnished the said Allen Jenkins with a diagram of said township, and marked off the sections 25 and 26 on said diagram, and that the said Jenkins intended to float the aforesaid sections, and now understands he has floated said sections. He further testifies that he met the said Jenkins on his way to settle near said sections 25 and 26, and that he settled near said sections; and that the said Jenkins cultivated on section 26 two years, and that he knows section 25 was cultivated by his permission during the last year.

SAMUEL NEILL.

Sworn to and subscribed, before me, this 13th December, 1834.

THOMAS. G. RINGGOLD, *Justice of the Peace.*

STATE OF MISSISSPPI, *Tallahatchee County:*

This day personally appeared before me, an acting justice of the peace in and for said county, Lemuel George; after being duly sworn, states as follows: I was a settler on section 25, township 25, range 2 east, and that Edmond Jenkins lived on the same section, and that he cleared and cultivated on two other sections for two years; and that James Alford had settled the same section, and that he had cleared on two other sections, and cultivated one of the clearings in the year 1834.

LEMUEL GEORGE.

Sworn to and subscribed, before me, this 15th day of December, 1834.

SIMEON STERRETT, *J. P.*

LAND OFFICE, *Tuscaloosa, December* 29, 1834.

SIR: Enclosed herewith you will receive a list of lands claimed under the treaty of Dancing Rabbit creek, as presented to this office, agreeably to your letter of the 16th of October last, viz: Ohoyo Tom, claim to section 25, township 21, range 2 west, and the south half of section 19, township 21, range 1 west, application for which had been made previous to the receipt of your letter of 19th November; but as a portion of section 25 had been taken by pre-emptions, say the north half, and three pre-emption floats had been laid on the south half of section 19, township 21, range 1 west, the agent of Ohoyo, therefore, located on lands as set forth in the accompanying list.

Application was also made by the agent of Imponah and Cunneubbee, on the fifth day of sale, to locate lands as set forth in the accompanying list, just as the lands applied for were offering for sale, and, by an oversight, a part of which was sold, say the northeast quarter section 27, township 21, range 3 west. However, a great portion of the land in the two last applications is taken up by pre-emptions and pre-emption floats, and there is only reserved the northwest quarter section 27, northwest quarter and east half of southeast quarter section 34, and southwest quarter section 33, same township and range. We proposed to him to lay his claims elsewhere, but he refused, unless he were permitted to lay them on such pieces as he might select, regardless of quantity, to which we objected, and he therefore prefers contending for the land claimed, against those holding by pre-emptions, &c.

We are, sir, respectfully, your obedient servants,

JNO. H. VINCENT, *Register.*
WM. G. PARRISH, *Receiver.*

The following is a list of the land claimed under the treaty of Dancing Rabbit creek, agreeably to your letter of 16th October last, and which has been marked on the maps as conditional reservations.

Names.	Parts of.	Sections.	Townships.	Range.
Ohoyo	North half	29	21	2 west.
Ohoyo	North half	28	21	2 west.
Ohoyo	South half	25	21	2 west.
Imponah	Whole	34	21	3 west.
Imponah	South half	33	21	3 west.
Cunneubbee	Whole	27	21	3 west.
Cunneubbee	North half	33	21	3 west.
Betsey Beams	Whole	18	24	2 west.
Betsey Beams	Whole	19	24	2 west.
Robert Hancock	East half	3	24	3 west.

JNO. H. VINCENT, *Register.*

LAND OFFICE, *Tuscaloosa, December* 20, 1834.

REGISTER'S OFFICE, *Chocchuma, December* 23, 1834.

SIR: Knowing that most of the claims under the Choctaw treaty, for which lands were reserved at the land sales at this place, under the 14th article of the treaty, will have to be laid before Congress at the present session, I herewith send you a list and description of the lands reserved at the late sales, for your information.

I am, respectfully, your obedient servant, SAMUEL GWIN, *Register.*

ELIJAH HAYWARD.

List of lands reserved at the land office at Chocchuma, by order of Colonel George W. Martin, locating agent, under the treaty of Dancing Rabbit creek.

Robert Turnbull, east half section twenty-seven, township twenty-four, range two east, 319.93. Cultivation claim, November 29, 1834. Molly Nail, whole of section thirty, township twenty-five, range three east. Floating claim.

The following is a list of the lands reserved from sale at the public sales in December, 1834, in pursuance of instructions from the War Department, to satisfy claims arising under the fourteenth article of the treaty of Dancing Rabbit creek; all of which, with the evidence to sustain the same, have been forwarded to the War Department, to be laid before the next Congress for its confirmation or rejection.

John T. Hammond, seven-eighths west half of southeast quarter, and west half northeast quarter section sixteen, township twenty-two, range one west.

Robert Turnbull, half section west half section twenty-seven, township twenty-four, range two east.

Moontubbee, three sections and one-eighth, whole of sections fifteen and sixteen, and north half twenty-one, and north half twenty-two, and west half northwest quarter twenty-three, township twenty-four, range seven west.

Tis-ho-pia, four sections and one-eighth, whole of nineteen, twenty, seventeen, north half thirty, south half eighteen, and east half northeast quarter eighteen, township twenty-four, range seven west.

Rachel Davis, three and one-half sections five, in section four lots one to twenty-four, inclusive; in section three, lots twenty-five to forty, inclusive; in section five, lots seventeen, eighteen, twenty-three, twenty-four, twenty-five, thirty-two, thirty-three, and forty, and east half section eight, all in township twenty-four, range seven west.

El-a-no-au-chi, one section, whole of section nine, township twenty-four, range seven west.

Och-in-chi-homa, four sections, whole of ten and eleven, and lots twenty-five to forty, inclusive, of section two, township twenty-four, range seven west.

Tick-bafa-tubbee, three sections, whole of twelve and fourteen, north half thirteen, and southwest quarter section one, say lots thirty-five, thirty-six, thirty-seven, and thirty-eight, all in township twenty-four, range seven west.

This is to certify that the foregoing list is a true copy from my register, of the lands reserved under the Choctaw treaty, and also those reserved from the action of Congress under the 14th article of said treaty.

CHOCCHUMA, *December* 24, 1834. GEO. W. MARTIN.

No. 13.

List of names forwarded by Geo. W. Martin.

Names of claimants.	Residence.	Children over 10 years.	Children under 10 years.	Quality of land.	Remarks.
Moontubbee	Batapanbogue	James	Vicey	First quality..	Sold.
		Hotema	Hemonatubbi		
		Hagopionubbi	Isaac		
Tishopia	Batapanbogue	Mashambe	Siney	First quality..	Sold.
		Tickbagatubbi	Pisamikantubbi		
		Taholtha	Kanuntachubbi		
			Hoparubbi		
			Fulcamatona		
			Ishtamahoga		
			Maunthlatubbi		
Immahayo	Batapanbogue			First quality..	Sold.
Molly Frazier	Batapanbogue			First quality..	Sold.
Nancy Frazier	Batapanbogue	Winchester		First quality..	Sold.
		Hetty		First quality..	Sold.
		Simon		First quality..	Sold.
Polly Frazier	Batapanbogue	Joel		First quality..	Sold.
Shampika	Batapanbogue	Afapotubbi		First quality..	Sold.
Machubbi	Batapanbogue	Teloahema	Incheletubbi	First quality..	Sold.
			Ashtubbi		
			Ashtahoka		
Ochinchihoma	Batapanbogue	Tahona		First quality..	Sold.
		Chilota			
		Hoyona			
		Talematema			
Shukaubbi	Batapanbogue	Tusha		First quality..	Sold.
		Hakatona			
		Hatema			
Annachi	Tallabusha	Anahchubbi		First quality..	Sold.
		Nanema			
		Wakaotoma			
Elanoanchi	Tallabusha			First quality..	Sold.
Anuhoka	Tallabusha	Tahona		First quality..	Sold.
		Stemahogu			
Hopackanubbi	Tallabusha			Second quality	Sold.
Moses Perry	Tallabusha	Amy		First quality..	Sold.
James Perry	Tallabusha		Levi	First quality..	Sold.
			Oliver	First quality..	
Jno. T. Hammond	Tallabusha			First quality..	Sold.
Rachel Davis	Loosa Schuma	Aley	Ruthey	First quality..	Sold.
		Washington	Dicey		
		Alfred			
		Kitty			
		Joseph			
Stemonahaka	Loosa Schuma	Charlotte		Second quality	Sold.
Charles Frazier	Loosa Schuma	Jane	Emily	Second quality	Unsold.
		Andrew			
		Mary			
		Maxwell			
Nelly Dyer	Loosa Schuma	Pallas	Lucinda	Second quality	Part sold.
		George	Jeremiah		
		Cyrus			
		Polly Ann			
Nancy Moore	Loosa Schuma		Commodore	First quality..	Sold.
Ahoyachubbi	Loosa Schuma	Arahtahubbi	Noubbi	First quality..	Sold.
		Immultahubbi			
Hala	Tillatoba		Archahona	First quality..	Sold.
Anohuntubbi	Seboguelehatchee	Pasalukanubbi		First quality..	Sold.
Tickbafalubbi	Pittskokown	Ubbachi	Muckintubbi	First quality..	Sold.
		Robert	Solomon		
			Harris		

I certify that I have examined the lands upon which all the above-named persons were living at the time of the execution of the late Choctaw treaty, except the places of Nancy Moore and Anohuntubbi, with which I am also acquainted by reputation; and I consider the lands to which they made a claim as applicants for the five years' stay, all of the first quality, except the places of Hopackanubbi, Stemonahaka, Charles Frazier, and Nelly Dyer, whose places I consider second rate land.

CHOCCHUMA, *November* 28, 1834.

JAMES OXBERRY.

CHOCCHUMA, *Miss., December* 24, 1834.

I have carefully examined the annexed list of names, and am personally acquainted with the witnesses, John T. Hammond and James Oxberry, who are respectable and intelligent; and many of the individuals therein named resided on their lands until sold by the United States; many of whom applied in person to me prior to the land sales in the fall of 1833, to have the lands reserved from sale, under the provisions of the 14th article of the treaty, stating their names had been registered by Colonel Ward as citizens, under said treaty. I was only presented by Garret Nelson with a list which he said he had retained as a copy of the names of individuals registered by Colonel Ward, under the 14th article of the treaty at Dancing Rabbit creek.

GEO. W. MARTIN.

No. 14.

CHOCCHUMA, *Miss., November* 14, 1834.

DEAR SIR: I am in the receipt of instructions from the War Department, dated the 13th October, to the following effect: "You will, therefore, give public notice that persons who consider themselves entitled to reservations under the 14th article, and whose names are not upon the register of Colonel Ward, will exhibit to you the evidence in support of their claims. This evidence must show that they were citizens of the Choctaw nation, heads of families, and did signify their intention to become citizens within the time prescribed by the treaty. It must also show the time of their application to be registered, and the conversation and circumstances relating to it." "If they bring themselves within the requisition of the 14th article, and the evidence of credible and intelligent witnesses induces you to believe that the omission of their names on the register was caused by the mistake or neglect of the agent, you will make locations for them in the manner pointed out in the instructions heretofore given to you. These locations, it must be understood, are contingent, and will be complete only in the event of their being confirmed by Congress."

Now, sir, you will readily see the impossibility of my attending at all the different land offices prior to the day of sale, and I have already given notice to the claimants to apply at this place for the purpose of having them laid before Congress; and it would appear to me that all those who will come before you with their claims fully authenticated, under the rule laid down by the department in the instructions of the 13th ultimo, these lands should be reserved from sale, and the claimants are required to produce their claims, with a description of the land, together with all the requisites as set out with regard to the testimony, to me, at Chocchuma, at the earliest time practicable, that the same may be communicated by me to the proper department for the consideration of the next Congress, and it is expected they will have their immediate attention and be presented here for examination.

Respectfully, &c.,

GEO. W. MARTIN.

WILLIAM HOWSE, Esq., *register of the land office, Augusta, Miss.*

A similar letter to the above was transmitted to Major William Dowsing, the register at Columbus. DECEMBER 24, 1834.

GEO. W. MARTIN.

No. 15.

List of the names of those warriors who fought under General Wayne, and also the names of the orphans in the Northeastern district.

Orphans.	*Parents.*
Nawacka	Taninchubie, Hayoka.
Ithanatobi, Atonutobi, grown to the age of manhood	Ahachu.
Mishtahabin	Shaunuyi.
Poshiata	
Okaishtalowa	
Achukmahona	
Tehliyahona	Ahinsa.
Atiyahona	Halitunna.
Kunotema	
Posha	
Okimanti	Chukfi.
Lapimolhtobi	Piyaki.
Antutobi	
Abekil	Edmon. Palli.
Anoatechi	Chofak Halopa.
Posahokatobi	Shukti.
Hopayotobi	
Apelo	Sholabi. Ishtaiyopi.
Onnahobatoki	Husutolabi. Okishtaiyoli.

Orphans.	*Parents.*
Okachiya	Oshtali.
Lata	Kapelahona.
Yahotobi	
Imoklichi	Itola.
	Filbitoyo.
Chafatobi	Intalabi.
Mihamintobi	Alatimma.
Pota	
Kachitumma	Laichi.
	Palitimmo.
Anoalinma	Nakninchi.
Ilanchiyoko	Anoliholo.
Oklahimma	Nakitaiya.
Yohla	Ishlisnonaki.
Kanimali	Illiahekla.
Illapali	Mulihoki.
Chukatobi	Oklatobli.
	Okkono.
Ilafamobi	Chaholi.
	Shupishtono.
Immotiche	Tushkonotahe.
Ilikachi	Spihana.
Onatuna	Paliche.
	Humpki.
Fabis	Wayti.
	Stimayochi.
Iyahennbi	Oklabi.
Yoknola	Otoyota.
Tumoki	Tilhabi.
	Shonicha.
Onahoki	Anopoli.
Holbar	Hotona.
Alexander Pitchlyn	James Pitchlyn.
Ebenezer Pitchlyn	Wihuniyo.
Imonatulehe	Nowaubi.
Two younger brothers, names not known, but will be recorded as soon as they are ascertained	Kachihoke.
Tuskachi	Hotakholo.
	Okishtunaki.
Oklahachi	Shanayoluhi.
	Ishihona.
Ibailli	Offihoma.
Younger brothers' names not yet known but will be	Mother's name not known yet.
Chahubi	Sistihooma.
Foster	Fyahochi.
Shumhoyi	
Iahahtubi	Hotubi.
Lealei	Sully.
Tohnabi	Tushkiakoya.
	Kaniyahoki.
Tupuli	Nita.
	Timayoki.
Hotima	Imatubi.
	Tashohoyo.
Nakishnowa	Onahaya.
	Tihachi.
Ishta	Kulechi.
Ishtatubi	Anowachi.
Kanishubi	Anokfile.
Ahekatubi	Moniyo.
Tumowahona	Helechubi.
	Matona.
Oklatubi	Ilaishtubi.
	Ataye.
Under the captaincy, Jerry F.	
Robert Miller	John Miller.
Martha Miller	Sarah Miller.

Recorded, Choctaw Agency, this 17th day of August, 1831.

W. WARD, *Agent.*

No.	Names.	Sex.	Age.	Residence.	Date of residence.	Certificate of agent.
1	Enfale	Male	9	Near Mushulatubbe	Before treaty	Satisfied with proof.
	Lafole	do	8	do	do	do
	Maria	Female	10	Near B. Jons	do	do

No. 16.

CHOCCHUMA, *Miss., December* 24, 1834.

SIR: As per my instructions from the War Department, of date the 13th of October last, which came to hand on the 12th day of November, I herewith transmit a list of claimants under the 14th article of the treaty at Dancing Rabbit creek, for the purpose that said claims and accompanying testimony may be laid before Congress.

A register of the locations will be forwarded to the War Department as soon as the lands are designated on the plats of survey, and a complete list can be procured and regularly made out: all of said claims have been *conditionally* reserved for the final action of Congress.

I have the honor to be, very respectfully, your obedient servant,

GEORGE W. MARTIN.

The Hon. LEWIS CASS, *Secretary of War.*

No. 17.

CHOCCHUMA, *Miss., December* 29, 1834.

SIR: I have the honor, in addition to the list of claims transmitted on the 24th instant to the War Department, herewith to forward the following testimony in support of a number of Indian claimants therein embraced.

These Indians claim to be entitled to lands under the 14th article of the treaty, having, as they allege, fully complied, on their part, with all its requisitions; notwithstanding, their names do not appear on the agent's books. The 14th article provides that each Choctaw head of a family, being desirous to remain and become a citizen, shall be permitted to do so, by *signifying* his intention to the agent within six months from the ratification of the treaty, and thereupon shall be entitled to receive certain allowances of land, in manner as set forth in the treaty.

These claimants allege that they did so signify their intentions, as required by the treaty; and say, if their names do not appear on the agent's book, it is no fault of theirs, and consequently they ought not to be deprived of their just rights, by the neglect or default of the agent, or anybody else, over whom they had no control. This being the nature of the claims set up by them, I have, in each case presented, inquired, *first*, is this a case coming under the 14th article? and next, "is there (in the language of the President's letter) probable evidence of credible witnesses, of their rights under the provisions of said article; and that their failure to obtain such reservations has been caused by the mistakes or neglect of the agent appointed to make a list of reservees?"

Wherever it has been satisfactorily proven to me, by indisputable testimony, that the claims under the 14th article, and that the failure to have their names registered was not their fault, but arose from the neglect or mistakes of the agent, or other cause not embraced in the treaty, I have *located* their lands, and directed the register to withhold them from sale, conditionally. The letter of the President directs, "that, in all cases, the locating agent will make special reports of the names of the witnesses, and of the facts and circumstances submitted to the War Department." In obedience to these instructions, I have caused all the testimony offered to be taken in writing, under oath, and in due form of law. A list of the names of the witnesses is annexed to this report, and copies of the depositions themselves are herewith transmitted, the originals being retained for the use of this office. The instructions require that I should report the facts and circumstances submitted to me. By a reference to the papers, it will be seen that the depositions establish the following facts, viz: 1st. That within the time limited by the treaty for registration, on one occasion a number of the Indians then living on Suckenatchie, and some of them living yet on the same, did actually go forward to the agent, then at the Old Factory, for this and other purposes, and did not only offer their names for registration, but their names were duly and formally entered down in a book opened for that purpose; nevertheless, few, if any, of the names then and at that place taken down, are now to be found in the agent's book in my possession. The conclusion is inevitable, that the small book or sheet of paper on which their names were entered, has been either lost by the agent, or destroyed by those who might possibly wish the Indians to emigrate. It appears that a portion of these Indians have since gone away, while others remain on their lands, and now contend for their claims.

2d. That there are instances where individuals went forward and had their names entered down on the book, and yet they were afterwards erased or blotted out by (possibly) those who had free access to the agent's book.

3d. It further appears, from the testimony of several witnesses of unquestionable character, that, in the month of June, 1831, a number of Indians attended at the council house, for the purpose of entering their names to become citizens and take lands. Being ignorant of the English language, they appointed one or two head men, or leaders, to go forward for them, and give in their names accordingly. As is customary among the Indians, they collected a parcel of small sticks, designating the number of them that wished to register. With these sticks in their hands, the spokesmen went up to the agent and gave them in; at the same time informing the agent, through the interpreter, that these sticks showed the number they came forward to give in, and that they would give the name of each head of families, the number and ages of their children. It appears further, that the agent took the sticks in his hand and threw them away, and directed the interpreter to tell the Indians that there were too many of them, and that they ought, or must, move over the Mississippi.

Being thus repulsed or turned off, it appears that many of these Indians abandoned their claims, and have gone west, while some of them yet remain, and now assert their claims, under the foregoing signification of their intention to remain.

I have, &c.,

GEO. W. MARTIN, *L. Agent.*

Hon. LEWIS CASS, *Secretary of War.*

No. 18.

WASHINGTON, *October* 13, 1834.

The requisite instructions will be given by the proper departments for the location and suspension from sale of reservations of land in the Choctaw country, wherever persons claiming reservations under the 14th article of the treaty with the Choctaws of 27th September, 1830, shall exhibit to Colonel Geo. W. Martin, the locating agent, probable evidence of credible witnesses, of their rights under the provisions of said article, and that their failure to obtain such reservations has been caused by the mistakes or neglects of the agent appointed to make a list of reservees.

These locations will be contingent, and will be complete only in the event of their being sanctioned by Congress. Until that decision is obtained, the tracts located under this order will be reserved from sale.

If the tracts to which any claimants were entitled have been sold, in whole or in part, the locating agent will designate upon the plats tracts of equal dimensions, and of as nearly equal value as practicable; and these, also, will be reserved from sale.

In all cases, the locating agent will make special reports of the names of the witnesses, and of the facts and circumstances committed to him. And these reports will be transmitted in season for the action of Congress at its next session.

ANDREW JACKSON.

WASHINGTON, *February* 18, 1835.

To the House of Representatives:

Since my message, a few days ago, relating to Choctaw reservations, other documents on the same subject have been received from the locating agent, which are mentioned in the accompanying report of the Secretary of War, and which I also transmit herewith, for the information and consideration of Congress.

ANDREW JACKSON.

DEPARTMENT OF WAR, *February* 18, 1835.

SIR: I have the honor to transmit copies of other documents relating to Choctaw reservations, prepared and forwarded by Col. Martin, under the instructions of 13th October last.

Very respectfully, your obedient servant,

LEW. CASS.

To the PRESIDENT.

CHOCCHUMA, *Miss., January* 7, 1835.

SIR: I have the honor, this day to forward to the War Department copies of such claims as have been presented to me under the instructions of the 13th of October last, and have been acted on by me since my last communication to you of the 29th December.

Among the claims herein enclosed are those of Jacob Johnson, John R. Contee and Thomas Stewart, on the application of the Hon. Mr. Plummer, who alleges the testimony is on file in the War Department, in support of the three last-mentioned claims.

I have the honor to be, respectfully, your obedient servant,

GEO. W. MARTIN.

The Hon. LEWIS CASS, *Secretary of War.*

CHOCCHUMA, *December* 1, 1834.

SIR: Jacob Thompson claimed section No. 31, and the N. W. $\frac{1}{4}$, the S. W. $\frac{1}{4}$, and the S. E. $\frac{1}{4}$ of section 30, township 22, range No. 3 E., under and by virtue of the provisions of the treaty of Dancing Rabbit creek. His case was referred to the War Department, together with the testimony, for decision, because his name was not on the register of Col. Ward, furnished you by the department. His case is recognized by the Secretary of War, as embraced within the general instructions recently given you by order of the President, as will more fully appear from a letter from the Secretary of War, under date of October 30, accompanying this communication. The testimony in support of his claim is still on file in the War Department. The documents contain the testimony of Thompson himself, stating that he was a Choctaw by birth, a native and citizen of the Choctaw nation, and related to the chief, Greenwood Leflore; that he had an improvement on section 31, township 22, range 3 E., prior to the making of the treaty, and settled upon the same with his family during the year 1830, prior to the ratification of said treaty; that he had not at that time any other improvement within the limits of the Choctaw nation; that his family consisted of a wife, and three children under ten years of age; that he signified to the United States agent, Colonel William Ward, his intention of remaining and becoming a citizen of the States within six months from the ratification of the treaty, and that he continued to reside on the said tract of land, intending to remain a citizen of Mississippi. The testimony of Hammond, Reilly, and others, corroborating the statement of Thompson, and swearing positively that they were present when he signified his

intention to the agent, is among the papers. The statement of his chief, and other leading men of the nation, in support to his right to land, is one of the accompanying documents. There is, also, among the papers, a letter from Colonel Ward in relation to the subject, accounting for errors and mutilations in the register. The land claimed by Thompson has been sold, as will appear from the records of the land office at this place. He remained on the land until some time after it was sold, but has since removed to another section of the country. I now ask for him that other lands of equal quality and value may be located, of equal quality and value of those sold. A portion of the lands claimed by Thompson has been sold for twenty dollars per acre; the residue has been sold for ten and fifteen dollars per acre. The abstract of the testimony is given from recollection, but I know it to be true in substance.

Yours, &c., F. E. PLUMMER.

To GEORGE W. MARTIN.

CHOCCHUMA, *December* 11, 1834.

Jacob Thompson makes application to locate section No. 4, the southeast and southwest quarters of section No. 5, and northwest quarter of section No. 3, township 19, range 1 east, (being $1\frac{3}{4}$ sections,) which he claims under the provisions of the 14th article of the treaty of Dancing Rabbit creek, and requests that the same may be reserved from sale, and secured for him in conformity with the provisions of the treaty.

JACOB THOMPSON,
By F. E. PLUMMER.

To Col. GEORGE W. MARTIN, *locating agent.*

Jacob Thompson is registered for the within described tract of land. The register of Columbus is requested to reserve the land from sale, that the facts and testimony in the case may be laid before the next Congress.

GEO. W. MARTIN, *Locating Agent*

DECEMBER 1, 1834.

WAR DEPARTMENT, *October* 30, 1834.

SIR: I have the honor to inform you that instructions have been given, by order of the President, to Colonel George W. Martin, locating agent, in relation, generally, to claims to reservations under the Choctaw treaty of 1830. These instructions embrace the cases of Jacob Thompson, Thomas Stewart, and John R. Contee, whose papers were presented at this department by you.

Very respectfully, &c.

LEW. CASS.

Hon. F. E. PLUMMER, *Chocchuma, Miss.*

Testimony said to be on file in the War Office.

GEORGE W. MARTIN, *Land Agent.*

CHOCCHUMA, *Miss., November* 30, 1834.

John R. Contee makes application to locate section No. 2, of township No. 16, in range 1 west, under the provisions of the 14th article of the treaty of Dancing Rabbit creek. His residence and improvement, I am informed, was on the above-named section. My information is derived from those who know and were acquainted with Contee and his family, and the numbers of his land. He requests that his land may be reserved from sale, and secured to him according to the provisions of the treaty.

JOHN R. CONTEE,
By F. E. PLUMMER.

I do certify that John R. Contee is a citizen of the Choctaw nation, east of the Mississippi; but as to claim, I do not know whether he has a legal claim or not; that he will be qualified to his claim.

Given under my hand, this 22d June, 1831.

GREENWOOD LEFLORE, *Chief of the N. W. Dist., C. N.*

I do certify that John R. Contee has registered as a citizen of the State of Mississippi, to remain five years, this 27th June, 1831.

S. WARD, *Sub-Agent.*

WAR DEPARTMENT, *October* 30, 1834.

SIR: I have the honor to inform you that instructions have been given, by order of the President, to Colonel Martin, the locating agent, in relation, generally, to claims to reservations under the Choctaw treaty of 1830. These instructions embrace the cases of Jacob Thompson, Thomas Stewart, and John R. Contee, whose papers were presented to this department by you.

Very respectfully, &c.,

LEW. CASS.

Hon. F. E. PLUMMER, *Chocchuma, Miss.*

John R. Contee is registered for the within described tract of land. The register of the land office at Clinton is requested to reserve the same from sale, that the facts and testimony in the case may be laid before the next Congress.

GEO. W. MARTIN, *Locating Agent.*

CHOCCHUMA, *Nov.* 30, 1834.

Testimony said to be on file in the War Office.

GEO. W. MARTIN, *Locating Agent.*

WAR DEPARTMENT, *October* 30, 1834.

SIR: I have the honor to inform you that instructions have been given, by order of the President, to Colonel Martin, locating agent, in relation, generally, to claims to reservations under the Choctaw treaty of 1830. These instructions embrace the cases of Jacob Thompson, Thomas Stewart, and John R. Contee, whose papers were presented to this department by you.

Very respectfully, &c.,

LEW. CASS.

Hon. FRANKLIN E. PLUMMER, *Chocchuma.*

CHOCCHUMA, *December* 2, 1834.

SIR: Thomas Stewart claims the northwest quarter of section No. 10, lots Nos. 3, 4, and 5, of said section, in township No. 16, range No. 1 west, under the provisions of the treaty of Dancing Rabbit creek. He requests that the same may be reserved from sale, and secured to him in conformity with the provisions of the treaty.

THOMAS STEWART,
By his Assignee, J. R. PLUMMER.

Registered for the within described tract of land. The register of the land office at Clinton is requested to reserve the same from sale, that the facts connected with the case may be laid before Congress.

GEO. W. MARTIN.

CHOCCHUMA, *December* 2, 1834.

SIR: The papers and testimony in support of the claim of Thomas Stewart to land under the treaty of Dancing Rabbit creek, were taken up to the War Department by me. His case was decided upon, and is embraced within the general instructions recently issued to you by order of the President, as will more fully appear from an inspection of a letter from the Secretary of War, under date of the 30th October, 1834, made a part of this communication. The documents submitted to the department, which are now on file in the Indian Bureau, contain his own affidavit, stating that he was a citizen of the Choctaw nation, with an Indian family, and that he resided with his family within that district of country ceded to the United States by the treaty of Dancing Rabbit creek, and had more then twelve acres in cultivation. He also states that he signified to the agent his intention of remaining and becoming a citizen of the States within the time prescribed by the treaty. The statements are supported by the testimony of David Cochnaur and others. A letter from Major F. W. Armstrong is on file, recognizing the claim of Stewart, as entitled to one quarter section of land, under the 19th article of the treaty, and requesting it may be secured to his wife.

Stewart's name is not on either Ward's or Armstrong's register; his claim being recognized by Armstrong, in the letter before referred to, and not by Ward. He is willing (if it should meet your approbation) to waive his right to a section of land, under the 14th article of the treaty, and take a quarter section under the 19th article. The land claimed by him, and on which he resides, is the northwest quarter, or lots Nos. 3, 4 and 5, of section No. 10, of township No. 16, of range No. 1, west, situate in the Clinton land district.

Respectfully, &c.,

F. E. PLUMMER.

To Col. GEO. W. MARTIN, *locating agent.*

Testimony said to be on file in the War Office. GEO. W. MARTIN.

STATE OF MISSISSIPPI, *Holmes County, ss:*

John B. Stewart and Susan Graham make oath and say, 1st. John B. Stewart, that on or about the 13th day of August, in the year 1831, he went in company with and attended his mother (Susan Graham) to the agency at Colonel William Ward's, who went for the purpose of registering, under the article of the treaty of Dancing Rabbit creek, providing for a five years' stay; that, at the time of his mother's registering, being about the time aforesaid, he saw the register to which his mother was registered lying open, and was led by curiosity to examine it, and then and there upon said register saw and read aloud, in the presence and hearing of said Ward, (the agent,) the name of Benoni Taylor, and that said Ward said nothing in denial of said Taylor's having been duly registered. That, in regard to the truth of Taylor's name having been registered upon Colonel Ward's register, he cannot be mistaken, for he saw

it and read it. 2d. Susan Graham states, on oath, that on or about the 13th day of August, 1831, she went with her son, John B. Stewart, to the agency at Colonel Wm. Ward's, for the purpose of registering for the five years' stay, under the treaty of Dancing Rabbit creek; that about the time aforesaid, she registered before said Ward at the agency aforesaid, she heard and saw her son, John B. Stewart, read aloud the name of Benoni Taylor from the register kept by said Ward for that purpose, and that said Ward did not gainsay it.

SUSAN GRAHAM.
JOHN B. STEWART.

Sworn to and subscribed before me, the undersigned, judge of probate for the county and State aforesaid, on the 22d day of November, 1834.

W. S. TRIMBLE, *Judge of Probate, Holmes county.*

CHOCCHUMA, *December* 4, 1834.

DEAR SIR: The persons by whom I expected to prove the value of Benoni Taylor's land have left the place. All I know in relation to the value of the land which has been sold, is derived from the information of others. The land on which he lived was sold at the Columbus land sale last fall. It is now worth five to fifteen dollars an acre. I pledge myself, as soon as I can reach the neighborhood, to adduce to you satisfactory evidence of these facts, provided you will make the location. The whole tract is worth five dollars on an average.

Most respectfully, &c.,

F. E. PLUMMER.

To Col. GEO. W. MARTIN.

I have seen a part of the tract of land claimed by Benoni Taylor, and believe it to be worth ten dollars an acre.

DECEMBER 14, 1834.

A. VERNON ROWE.

CHOCCHUMA, *December* 4, 1834.

Benoni Taylor applies to locate the following lands, under the 14th article of the treaty of Dancing Rabbit creek, in 1830, all in township 10, range 1 west. The west half of section twenty-one; the 16th section; southeast quarter of section twenty; the west half of section 28; the east half of section 32; the west half of section 33. He requests that the above lands may be reserved, to satisfy his claims under the 14th article as above, subject to the approval of the Congress of the United States.

BENONI TAYLOR.

Col. GEO. W. MARTIN.

Benoni Taylor is registered for the within tract of land. The register of the land office at Clinton, is requested to reserve the land from sale, that the case may be laid before Congress.

GEO. W. MARTIN, *Locating Agent.*

My acquaintance does not justify the expression of an opinion respecting the within subscribing witnesses.

GEO. W. MARTIN, *Locating Agent.*

STATE OF MISSISSIPPI, *Lowndes County:*

Before me, Henry Dickinson, an acting justice of the peace in and for said county, Robert Hancock, jr., a Choctaw Indian, aged from 20 to 22 years, who being duly sworn, and the contents of this affidavit explained to him, deposeth and saith: I am the son of Robert Hancock; I have remained in the Choctaw nation for the purpose of getting land from the United States, under the 14th article of the treaty with the Choctaw Indians; my father registered me as one of his children with the agent.

ROBERT $\overset{\text{his}}{\underset{\text{mark.}}{\times}}$ HANCOCK.

Sworn to and subscribed, before me, this 25th November, 1834.

HENRY DICKINSON, *J. P.*

STATE OF MISSISSIPPI, *Lowndes County:*

Before me, Henry Dickinson, an acting justice of the peace in and for said county, this day personally appeared Reuben H. Grant, who, being first duly sworn, deposeth and saith: I was acquainted with Robert Hancock, a Choctaw Indian, and I know that he registered himself and children for a five years' claim with the agent, within six months from the ratification of the treaty of Dancing Rabbit creek. I know Robert Hancock, jr., son of Robert Hancock, and that he was one of the children registered by his father. He is now about 22 years of age. I know that he has remained in the neighborhood of his father's former residence ever since the ratification of said treaty.

REUBEN H. GRANT.

Sworn to and subscribed, before me, this 25th day of November, 1834.

HENRY DICKINSON, *J. P.* [SEAL.]

I am personally acquainted with R. H. Grant, and conceive him intelligent, and a creditable witness.

GEO. W. MARTIN, *L. Agent.*

THE STATE OF ALABAMA, *Sumter County:*

Before me, William Bennett, a justice of the peace in and for the county and State aforesaid, personally came and appeared Alexander Brashears, Allen Stanton, David W. Wall, and Betsey Buckles, of said county, who, being first duly sworn, do severally depose and say, that they were well acquainted with Zadock Brashears, sen., deceased, in his lifetime; that the said Zadock Brashers, sen., was, at the date of the treaty of Dancing Rabbit creek, of September, 1830, a citizen of the Choctaw nation, and the head of a Choctaw family; that they were present at the Choctaw agency in the month of June or July, 1831, and saw the said Zadock Brashears, sen., now deceased, register with the agent, Col. Ward, his name, as intending to reside, or remain, and become a citizen under the 14th article of the treaty of Dancing Rabbit creek; and that, at the time of his registry, he gave in and caused to be registered two children then unmarried, both over ten years of age, and under his guardianship, he being their step-father; one named Ophia, since married to one Dennis Payne, and the other a boy, named David Walker. That the said two children were registered by the said agent, Col. Ward, with the name of Zadock Brashears, sen., at the time before stated. These affiants further say, that they have understood that the name of Zadock Brashears, sen., was not to be found upon the copy of the register of names under the 14th article of the treaty, but that his name was found as registered under the 19th article of the treaty, for a cultivation claim, and his land located to him accordingly, whereby the two children registered by him, as aforesaid, have been deprived of any location whatever.

ALEXANDER BRASHEARS.
ALLEN STANTON.
D. W. WALL.
her
BETSEY × BUCKLES.
mark.

Sworn to and subscribed, before me, this 14th day of November, 1834.

WILLIAM BENNETT, *J. P.*

I, William Bennett, a justice of the peace in and for Sumter county, do hereby certify that I am acquainted with Alexander Brashears, Allen Stanton, D. W. Wall, and Betsey Buckles, above named, and that they are persons entitled to credit and belief.

WILLIAM BENNETT, *J. P.*

STATE OF ALABAMA, *Sumter County:*

I, Daniel Warmack, clerk of the county court of the county aforesaid, do hereby certify that William Bennett, whose name appears to the foregoing certificate, is an acting justice of the peace in and for said county, and was at the signing of the same, and that due faith and credit may be given to his official acts as such.

Given under my hand, and seal of office, at Livingston, this 15th day of November, A. D., 1834.

DANIEL WARMACK, *Clerk.* [L. S.]

My acquaintance with the witnesses within subscribed is not such as to enable me, in justice, to offer an opinion as to their credibility, or otherwise.

GEO. W. MARTIN, *L. Agent.*

THE STATE OF ALABAMA, *Sumter County:*

Before me, William Bennett, a justice of the peace in and for the county of Sumter, and State aforesaid, personally came and appeared Alexander Brashears, of said county, who, being duly sworn, deposes and says, that at the date of the treaty of Dancing Rabbit creek with the Choctaw tribe of Indians, and for many years before, he was a citizen of said Choctaw nation, and the head of a Choctaw family residing in said nation. That in the month of June or July, 1831, he, this deponent, applied to Col. William Ward, then United States agent for the Choctaws, and gave notice to him of his intention to remain and become a citizen of the States, and that he claimed the benefit of the provision made by the 14th article of said treaty aforesaid, and requested the said William Ward to register his name, and the number of his children at that time, in conformity with the instructions given said agent. That the said Ward did, accordingly, register the name of this affiant, and the number of his children at the date of the treaty. That he had, at the date of the treaty, nine unmarried children living with him, three over ten years of age, and six under ten years of age. That all of said children, before named, are now living. This affiant further says, that, upon applying to the locating agent, Col. Geo. W. Martin, to locate the lands granted to himself and children, he discovered that two of his children had been omitted in the register of the agent, one over ten, and the other under ten years of age, and, in consequence thereof, this affiant has, by said omission of the agent, been deprived of three quarter sections of land granted them under said treaty, and he therefore asks that the land granted on account of his two children, thus omitted, may be located to him.

ALEXANDER BRASHEARS.

Sworn to and subscribed, before me, this 14th day of November, 1834.

WILLIAM BENNETT, *J. P.*

Before me, William Bennett, justice of the peace as aforesaid, personally came and appeared David W. Wall, Allen Stanton, and Betsey Buckles, of Sumpter county, who, being duly sworn, say that they are acquaintad with Alexander Brashears, named in the foregoing affidavit; that he was a citizen of the Choctaw nation, and the head of a Choctaw family, at the date of the treaty of Dancing Rabbit creek; that they were present when the said Alexander Brashears gave notice to Col. Ward, the United States agent for the Choctaws, of his intention to remain and become a citizen of the States, and claimed the benefit of the 14th article of said treaty. That this took place at the Choctaw agency, about the month of June, 1831. That the said Brashears had, at the date of the said treaty, living with him, and unmarried, *nine*

children, three of whom were, at the date of the treaty, over ten years of age, and six under ten years of age; that he registered with the said agent nine children, and that the facts stated in the foregoing affidavit, by the said Alexander Brashears, are true.

D. W. WALL.
ALLEN STANTON.
her
BETSEY × BUCKLES.
mark.

Sworn to and subscribed before me, this 14th November, 1834.

WILLIAM BENNETT, *J. P.*

I, William Bennett, a justice of the peace in and for Sumpter county, do hereby certify that I am acquainted with D. W. Wall, Allen Stanton, and Betsey Buckles, above named, and that they are persons entitled to credit.

Given under my hand this 14th day of November, 1834.

WILLIAM BENNETT, *J. P.*

STATE OF ALABAMA, *Sumpter County:*

I, Daniel Warmack, clerk of the county court of the county aforesaid, do hereby certify that William Bennett, whose name appears to the foregoing certificate, is an acting justice of the peace in and for said county, and was at the signing of the same; and that due faith and credit may be given to his official acts as such.

Given under my hand and seal of office, at Livingston, this 15th day of November, A. D. 1834.

DANIEL WARMACK, *Clerk.* [L. S.]

My acquaintance does not justify the expression of an opinion respecting the within subscribing witnesses.

GEO. W. MARTIN, *Locating Agent.*

THE STATE OF MISSISSIPPI, *Tallahatchee County:*

Elias Williams makes oath that he has been well acquainted with Imponah and Cunneubbee, two Choctaw Indian citizens, the heads of Choctaw Indian families, for about six years. That, within the time prescribed by the treaty of Dancing Rabbit creek, he saw the above-named Indians at the Factory trading house, where the Indians received their annuity, at which time and place Col. William Ward was registering the heads of Choctaw Indian families, under the 14th article of said treaty. That it was well understood at that time in the neighborhood, by everybody, that the above-naned Indians, with many others, had attended for the purpose of registration and receiving their annuities. That, in a short time afterwards, he heard said Indians say that they had registered, and that Col. Gaines went with them and had seen it done. That said Indians, with their families, have permanently resided at the same place upon their claims and improvements ever since. That he is well acquainted with their families, and believes at the time of said treaty Imponah had one child over ten years of age; Cunneubbee had two children under ten years of age. That it has always been a matter of universal understanding that they had registered in due time under the 14th article of said treaty; that they have frequently so informed him, and he believes it to be true; that he has no interest whatever in the location of their claims.

ELIAS WILLIAMS.

Sworn to and subscribed before me, on the 1st day of December, 1834.

THOMAS G. RINGGOLD, *J. P.*

DEMOPOLIS, *Alabama, November* 15, 1834.

SIR: I have met here Mr. Williams, the bearer of this letter, who was in pursuit of me, in order to obtain my testimony of the fact of Imponah, *alias* Billy, and Cunneubbee, two Choctaws residing on Factory creek, having applied in due time to Col. Wm. Ward, late United States Choctaw agent, to be registered for citizenship, in conformity to the treaty of Dancing Rabbit creek, the former having one child over ten years of age, and the latter two children under ten years of age.

I well recollect of interesting myself for the Indians residing in the neighborhood of the Factory, who desired to become citizens, and of going with them to the agent's room when at the Factory, and seeing that he took down their names and described their families for registration, as the parties called upon me for that purpose, and I do verily believe the above-named Indians were of the number; and that they, with others, who I am told are not found on the register in your hands, did what was required of them to entitle them to the lands occupied by them.

I have, some two weeks ago, addressed the Hon. Secretary of War on the subject of the omission of the agent mentioned, to record upon his books the applications for citizenship of many families, made to him at the Factory, and full minutes of the same, made by him for that purpose in my presence, requesting an order from him on the proper authority to reserve from sale the lands claimed, until the parties could produce proof of their applications in due time. But as there may not be time to receive such an order at the land offices before the public sales next month, I would respectfully suggest to you whether, under the circumstances, it would not be your duty to cause to be reserved from sale all the lands claimed by the parties mentioned, including all those named in my letter to the Hon. Secretary, a copy of which Major Whitsell will lay before you. It is beyond doubt that the parties are entitled to their lands, and that justice would be subserved by the course suggested, and the government saved much trouble.

I am, &c.,

GEO S. GAINES.

GEO. W. MARTIN, *locating agent Choctaw claims.*

Mr. Gaines, I expect, is well known as a respectable and intelligent man; I conceive him such, from information; with Mr. Williams, the other witness, I am unacquainted.

GEO. W. MARTIN, *Locating Agent.*

THE STATE OF ALABAMA, *Marengo County, ss:*

Before me, Charles H. Drummond, a justice of the peace in and for the county of Marengo, and State of Alabama aforesaid, personally came and appeared Allen Stanton, of Sumter county, who, being duly sworn according to law, deposeth and saith, that he is acquainted with Lush-pe-o, a Choctaw woman, who resided near the mouth of Suckenatchie, in the Choctaw nation, (now Sumter county, Alabama,) at the date of the treaty of Dancing Rabbit creek, concluded in the month of September, 1830. That she resided with her family at the place before described, for several years before said treaty, and from that period down to the present time. This affiant further says that the said Lush-pe-o was entitled to all the privileges of a Choctaw citizen at the date of said treaty, and that she is a full blooded Choctaw woman; that she had, at the date of said treaty, living with her, four children, all unmarried, two over ten, and two under ten years of age, at the date of said treaty, to wit, a girl named Betsey, otherwise called Shamah, in Choctaw, about fourteen years of age, at the date of the treaty; a girl named Eliza, otherwise called, in Choctaw, Jucha-ho-yo, about twelve or thirteen years of age; a boy named Sam, otherwise called Nock-a-chubbee, about eight years old; a girl named Lucy, about six years of age. This affiant further says, that he was present at the old Choctaw trading house, in the month of August, 1831, between the 10th and 13th of August, 1831, and saw the said Lush-pe-o apply to the agent, Colonel William Ward, and give him notice of her intention to remain and become a citizen; and requested him to register her name, and the number and ages of her children, so as to entitle them to the provisions made by the 14th article of the treaty before mentioned, and saw the said agent take down their names in writing accordingly. This affiant well remembers this fact, because Lush-pe-o did not speak the English language, and she was carried to the presence of the agent by Zadock Brashears, sen., and her request to be registered under the 14th article of the treaty was communicated to the agent through an interpreter. This affiant well remembers that George S. Gaines, Dr. Hand, of Columbus, and Thomas Lewis, were present at the time. This affiant further says, that Lush-pe-o was the reputed wife of a white man, named George Clarke, who, from his constant habits of intemperance, is wholly unfit to attend to or transact business of any kind, and that, upon the occasion referred to, his reputed wife gave the notice of their intention to remain, and had the register of their names made by the agent, as before stated. That the said Lush-pe-o, and her family, have remained upon their land ever since, and have always believed and said they were entitled to the provisions made by the 14th article of the treaty, and that, upon the application made by the said Lush-pe-o to have her name registered under said treaty by Colonel Martin, the locating agent, it was found that her name was not upon the register. This affiant further says, that the agent who went around for the purpose of ascertaining the quantity of acres each Choctaw had in cultivation, under the 19th article of the treaty, took down and returned the names of all heads of families, as well those who intended to remain as those who did not; and that the name of George Clarke was taken down for a cultivation claim, but he always claimed the benefit of the 14th article, and he and his reputed wife have always expressed their intention to remain, and claimed the benefit of the said 14th article, and now remain upon their land, as before stated. Upon the survey of the land, the residence is upon section 22, township 17, range 1 west, in Sumter county.

ALLEN STANTON.

Sworn to and subscribed, before me, November 11, 1834.

C. H. DRUMMOND, *J. P.*

Before me, Ch. H. Drummond, a justice of the peace as aforesaid, personally came and appeared William H. Brickhotts, of Sumter county, who, being duly sworn, says that he is acquainted with Lush-pe-o, within named. That he was present at the old Choctaw trading house about the 11th of August, 1831, and saw her apply to Colonel Ward to have her name, and the number and ages of her children, registered, under the 14th article of the treaty of Dancing Rabbit creek; that the register was made by Colonel Ward accordingly, and that she had, at the date of said treaty, four children, two under ten, and two over ten years of age, living with her. That George S. Greene was present, and interpreted for the same Lush-pe-o to the agent at the time of her registration. That she has always, from before the treaty till the present time, lived with her family upon the land now claimed by her, and was and is entitled to all the privileges of a Choctaw citizen. She is the reputed wife of one George Clarke, who, from excessive intemperance, is unfit to attend to business of any kind. This affiant has, for several years, lived near said Lush-pe-o, and knows that she intended to remain upon the land claimed by her and her family, and that she has always believed her name, and those of her children, were duly registered by the agent, under the 14th article of the treaty.

WILLIAM H. BRICKHOTTS.

Sworn to and subscribed, before me, November 11, 1834.

C. H. DRUMMOND, *J. P.*

I certify that I am acquainted with Allen Stanton and William H. Brickhotts, who have testified in relation to the annexed claim of Lush-pe-o, and that I consider them both entitled to credit.

NOVEMBER 11, 1834.

C. H. DRUMMOND, *J. P.*

My acquaintance does not justify the expression of an opinion respecting the within subscribed witness.

GEO. W. MARTIN, *L. Agent.*

NOVEMBER 22, 1834.

SIR: After my respects, Mr. Sprouse will deliver you the proofs for Lucy McGilbry's land claim. I am able to make more proof, if that is not sufficient under the last instruction. The land she wishes to apply for is the east half of section three, to fill out her section, and northwest quarter of section two, township fifteen, range nineteen. I would have come and seen you myself, but our election for repre-

sentatives comes on the 8th of December, and I am a candidate, and my friend Felder is spoken of on the other party; in consequence of that, it is out of my power to come and see you.

Your compliance will much oblige your friend.

T. D. WOOLDRIDGE.

To Colonel GEORGE W. MARTIN.

THE STATE OF MISSISSIPPI, *Lowndes County:*

Personally appeared before me, A. G. Weir, an acting justice of the peace for the county aforesaid, John McGilbry, who, being first duly sworn, saith that he registered Lucy McGilbry as a head of a family, under the fourteenth article of the treaty, and, by mistake of the agent or this deponent, she was registered as one of this deponent's children, over ten years of age. This deponent states that he registered four children over ten years of age himself. There does not appear on the register but three over ten years of age. This deponent is informed the agent neglected to register the said Lucy McGilbry as one of his children, or as head of a family. This deponent further states that the said Lucy McGilbry had, at the time of the treaty, one child under ten years of age, and still has this child, and remains on the place with the expectation of being benefited by the fourteenth article of said treaty, and still remains there.

his
JOHN × McGILBRY.
mark.

Sworn to and subscribed, before me, this 22d November, 1834.

A. G. WEIR, *Justice of the Peace.*

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for the county aforesaid, Thomas D. Wooldridge, who, being first duly sworn, deposeth and saith, that he was present when Jesse Beams applied to his captain, Benjamin James, to secure him land under the 14th article of the treaty of Dancing Rabbit creek, and believes he remained in the country with the expectation of obtaining land under the 14th article of said treaty.

T. D. WOOLDRIDGE.

Sworn to and subscribed, before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [L. S.]

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for said county, Reuben A. Grant, who, being first duly sworn, deposeth and saith, that he was present when the said Jesse Beams made application to his captain, Benjamin James, to secure him land under the 14th article of the treaty of Dancing Rabbit creek, and knows the said Beams still remains in the country. The said Beams has frequently requested this dependent to register himself and children, but this deponent does not recollect that he ever did register the same; he also informed this deponent that he had requested David Fulsom to attend to his land business for him and his children.

REUBEN H. GRANT.

Sworn to and subscribed, before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [L. S.]

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for the county aforesaid, Jesse Beams, a Choctaw, who, being first duly sworn, deposeth and saith, that he did inform the agent of the United States for the Choctaw nation that he would remain and become a citizen under the 14th article of the treaty of Dancing Rabbit creek, for himself and three children, one over ten years of age, and two under ten years of age, before the expiration of six months after the ratification of said treaty, and this deponent is informed that his name does not appear on the agent's register; and this deponent further states, that he has remained until the present time, under the expectation of having secured to him by said treaty two sections of land, and expects to remain the time stipulated in said treaty.

his
JESSE + BEAMS.
mark.

Sworn to and subscribed, before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [L. S.]

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for the county aforesaid, Arthur Carney, Siney Carney, and Betsey Beams: all of them, being first duly sworn, depose and say, that they were present when Jesse Beams requested Benjamin James, who was his captain, to register his name to take provisions under the 14th article of the treaty of Dancing Rabbit creek, concluded between the United States and the Choctaw nation on the 27th September, 1830, and have been informed that the said Jesse Beams' name does not appear on the register of said agent: these deponents further state, that they know the said Jesse Beams had, at the time of the said treaty, one child over ten years of age, and two under ten; and that the said Jesse Beams remained for the purpose of securing land for himself and children, and still remains in the late Choctaw nation.

his
ARTHUR × CARNEY.
mark.
his
SINEY × CARNEY.
mark.
her
BETSEY × BEAMS.
mark.

Sworn to and subscribed before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [SEAL.]

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for the county aforesaid, Jesse A. Ivery and Thomas D. Wooldridge, who both, being first duly sworn, say that they have known Betsey Beams, a Choctaw woman, for five or six years, and know she resides in the late Choctaw nation, and know she had, at the time of the treaty of Dancing Rabbit creek, one child over ten years of age, and two under ten years, and the said Betsey Beams and children are still residing in the Choctaw country; and that the said Betsey Beams still resides on the same land that she did at the time of said treaty.

JESSE A. IVERY.
THOS. D. WOOLDRIDGE.

Sworn to and subscribed before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [SEAL.]

THE STATE OF ALABAMA, *Pickens County:*

Personally appeared before me, Mordica W. Harrison, an acting justice of the peace for the county aforesaid, Reuben H. Grant, who, being first duly sworn, deposeth and saith, that he has been acquainted with Betsey Beams before and since the treaty, and that the said Betsey Beams requested him, the said Grant, to make out a list of her children, and to register them with the agent of the United States for the Choctaw nation; and this deponent further states that he did hand to the agent the said Betsey Beams' name, and [the names of] three children, one over ten, and two under ten years of age, and knows the said Betsey Beams had the children as stated, and still has them, and that she resides, and has continued to reside, in the late Choctaw nation.

REUBEN H. GRANT.

Sworn to and subscribed before me, this 17th day of November, 1834.

M. W. HARRISON, *Justice of the Peace.* [SEAL.]

I am personally acquainted with R. H. Grant and Thomas D. Wooldridge, and conceive them both intelligent, and creditable witnesses.

GEO. W. MARTIN, *L. Agent.*

23D CONGRESS.] **No. 1316.** [2D SESSION.

ON REFUNDING TO PURCHASERS OF PUBLIC LANDS THE OVERPLUS OF PURCHASE MONEY WHEN THERE IS A DEFICIENCY IN THE NUMBER OF ACRES PATENTED.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 10, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred a resolution instructing said committee to inquire into the expediency of making provision, by law, for refunding to purchasers of the public lands the overplus of purchase money paid by them in cases where it shall appear, to the satisfaction of the Commissioner of the General Land Office, that there is a deficiency in the number of acres patented to such purchasers; and to whom was referred the petition of John Barclay, reported:

In the investigation of this subject the committee have confined themselves to the following points: 1st. Has the government received from any portion of the purchasers of the public lands more than the legal price? That, in many of the legal subdivisions of sections, there is found to be a deficiency, or not the quantity of acres returned on the official plats, cannot be denied, the causes of which it is not now perhaps very necessary to examine. Errors in the original surveys have been occasioned, perhaps, by the negligence of chain carriers, by mistakes in making out the field notes, and from the obstructions and difficulties attending the survey of wilderness lands.

The purchaser, in good faith, relies upon the *prima facie* evidence afforded by the official plats in the land offices, that he is to possess at least the specific quantity of land for which he pays; the deficit that may be really found to exist, and the disappointment that may happen in consequence thereof, are not chargeable to any negligence or fault of his. Does it not follow, that the government should execute the contract according to the understanding of both parties? There can be no reason to justify the government in taking from the citizen any of his property or money, to be applied to public use, without rendering an equivalent. Congress has repeatedly refunded duties shown to be unequally and improperly collected; and it cannot be presumed that, in this case, there is a material and sufficient reason to show the inexpediency of doing justice to the purchasers of the public lands, when we are so observant of its rules and principles in providing for rigorous prosecutions in the district courts for trespasses on the public domain, by which the rights of the government are sought to be sustained, although the damages are nominal compared with the costs, and must be far below the loss of individual purchasers, to which the present inquiry is directed.

The committee are, therefore, of the opinion that it is just and expedient to extend the relief contemplated by the resolution.

2d. It may be urged that, where a deficiency is found in one legal subdivision, it is balanced by an overplus in an adjoining tract. This may be said of lands lying in different sections, but rarely happens to be the case as to lands in the same section. The purchaser of two such tracts would not, in equity, be entitled to relief. But if one individual has obtained more land than he expected, it forms no reason why another should be compelled to pay too much for less than the quantity which the government proffers to sell.

Under the foregoing view, the committee have no means of estimating the probable number of applications for relief that might be made. It would doubtless be very small, comparing it with the whole number of purchasers of the public lands. If, however, the number of persons entitled to relief should be great, the evil calls more loudly for correction; an observation that may apply to the objection that increased labor would be thrown upon the land officers.

The committee are of opinion that, in cases where balances might be found due to purchasers of the public lands, instead of paying them out of the Treasury, it would be more convenient for the government, and probably as acceptable to those entitled to relief, to authorize scrip to be issued to them, receivable in purchase of any of the public lands.

The committee will now advert to an objection which presents itself as to the difficulty of ascertaining the amount to be refunded in every instance of the kind alluded to. This objection cannot be considered insuperable, unless Congress is incompetent to prescribe rules by which to enable the proper officers to adjust the accounts of land purchasers. The committee do not discover that greater obstacles would be found in adjusting and settling such accounts, than in determining the justice of ordinary charges against the government, or the amount of arrears of pay due to public officers or soldiers of the army. It would be desirable in all cases whatever, where the government is to be made liable for the payment of money, to rely upon the evidence and acts of public agents or officers directly responsible to the government. This, in many instances, is either impracticable, or would be attended with expenses which there would be no difference in the result to justify. In the States and Territories where the public lands are situated, there are surveyors, appointed by competent State authority, who are required to take an oath of office, and to give security for the honest and faithful performance of their duties, and whose duty it is made (when called on) to subdivide the public lands for individuals, in accordance with the rules and regulations of Congress. A transcript from a court of record, under seal, of their official returns, with the opinion of the court, would, in the opinion of the committee, be sufficient evidence by which to determine the facts.

The committee therefore report a bill.

23D CONGRESS.] **No. 1317.** [2D SESSION.

ON CLAIM TO LAND IN ILLINOIS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 10, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the papers in the case of John S. Conger, reported:

That it appears, from a letter of the Commissioner of the General Land Office, that on the 24th of January, 1818, a ticket designating the southeast quarter of section thirty-two, in township seven south, of range four west, in the Illinois military district, appears to have been drawn out of the military lottery wheel for, and located in the name of, Amos Hedden, by warrant No. 12,794; but the patent, which was issued the same day, instead of designating the same tract, was filled up so as to describe the southeast quarter of section thirty-two, in township seven south, of range two west; and the latter tract (which was not set apart for the soldiers of the late war) appears to have been conveyed by the patentee to Thomas Lyon, of New York, on the 21st February, 1818, and on the 18th April, same year, to have been conveyed by the said Lyon to John S. Conger, of the same place. He further states, if the patent was altered so as to designate the tract in range four, the deeds would be rendered invalid. In a letter from a Mr. Myers to George Graham, Esq., late Commissioner of the General Land Office, dated September 29, 1828, in answer to one which appears to have been written from the department, the former says: "You request us to have the patent returned to your office for correction. Dr. Conger would naturally object to part with it in this way, because the southeast quarter of section thirty-two, in township seven south, of range two west, was advertised in the name of Conger, and sold by the State of Illinois for the taxes of 1818 and 1819, amounting to $13.20, and redeemed by him in 1820, at the cost of about $20; and secondly, because, upon examination of the tax sales in Illinois, the tract which would be substituted, to wit, the southeast quarter of section thirty-two, in township seven south, of range four west, was sold for taxes in 1823, and is past redemption." The present Commissioner of the General Land Office states that, under these circumstances, and as the error originated in his office, he respectfully suggests the difficulty might be remedied if Congress would pass an act authorizing John S. Conger to relinquish the tract actually patented to Amos Hedden, and conveyed to him, and in lieu of the same to enter any other quarter section in the Illinois military district, subject to entry at private sale. To this the committee objects. The committee is of opinion that the southeast quarter of section thirty-two, in township seven south, of range four west, which appears to have been the tract allotted to said Hedden for military services, could not have been legally sold for the taxes, inasmuch as no patent had been issued; therefore the title remains with the government; and that it may yet be patented to the assignee of Hedden, upon his relinquishing to the United States the tract which has been patented to Amos Hedden, and for the purpose of authorizing him to do so, they report a bill.

23D CONGRESS.] No. 1318. [2D SESSION.

ON CLAIM TO LAND IN MISSISSIPPI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 10, 1835.

Mr. CARR, from the Committee on Private Land Claims, to whom was referred the petition of Selvia C. Vick, relict of Hartwell Vick, deceased, and guardian, duly appointed, of his minor heirs, Mary E. Vick, Charles W. Vick, Henry W. Vick, and Virginia Vick, reported:

That said petitioner sets forth that, on the 23d day of May, 1818, her late husband purchased of the United States, at the land office at Washington, Mississippi, fractional section number twenty, township eighteen, range four east, containing $225\frac{79}{100}$ acres, at the rate of two dollars per acre, on which her said husband, at the time of the entry, in accordance with the existing laws relative to the public domain, paid one-fourth of the purchase money, viz: $112.85. Petitioner further represents that her husband subsequently availed himself of the provisions of the act passed 2d March, 1821, for the relief of purchasers of the public lands; that, in the year 1828, previous to the falling due of the last installment, a re-survey of the private claims of citizens took place in the section of country where the lands in question were situated, by order of government; when it was discovered, by means of said survey, that there was an error in the original returns of survey in the land office; that the section intended to have been purchased by said husband, was covered by a private claim of one Elihu H. Bay, previously located, and that the said land was not the property of the United States at the time they made the supposed sale to her husband. It seems that Vick, in making this entry, was guided by the maps and books used and exhibited in the land office, for the purpose of informing and guiding purchasers in their entries; that the section of land so entered was valuable, but that, at the time of entry, there were thousands of acres around it subject to entry, equally valuable, some of which he would undoubtedly have entered if he had not been misled by the mistakes of government agents; that he entered for the purpose of procuring a home for himself and family, and which he improved, but which he has been deprived of, as well as of the means of procuring another in the same section of country. It is stated to be situated within one mile of the town of Vicksburg, one of the most flourishing towns on the Ohio or Mississippi rivers, between Louisville and New Orleans.

Richard Featherstone makes oath that, to the best of his belief, the land above referred to is worth twenty dollars per acre.

William Mills states that Mr. Featherstone has not overstated the value of lands in the vicinity of Vicksburg.

Thus the petitioner conceives that herself, and the heirs of her husband, who are all minors, have been deprived of a valuable property.

Petitioner, after setting forth many facts, not herein stated, concludes by praying Congress to grant to her and her children, as joint tenants, or according to their respective interests, two sections of land as an indemnity.

The committee have no criterion by which they can form a proper estimate of the loss sustained by the husband of the petitioner, yet they readily agree that the petitioner is entitled to relief, because the purchase was made in good faith; the committee, therefore, report a bill, authorizing the Treasury to refund the sum which was advanced towards the payment of said tract of land above described, together with the interest thereon, at the rate of six per cent per annum from the date of entry (if not already refunded), to the widow and heirs of said Hartwell Vick, and that said widow and heirs have a pre-emption right to two hundred and twenty-five acres of any of the unappropriated lands within the State of Mississippi.

23D CONGRESS.] No. 1319. [2D SESSION.

APPLICATION OF ILLINOIS FOR A PORTION OF THE LAND HERETOFORE GRANTED TO THE VILLAGE OF CAHOKIA.

COMMUNICATED TO THE SENATE FEBRUARY 10, 1835.

Whereas, By an act of Congress passed March 3d, 1791, there was granted to the French village of Cahokia and Prairie du Pont in St. Clair county, a large tract of land, about five thousand acres in quantity, including those villages (which had been before that time used by the inhabitants of said villages as a common) to be appropriated to the use of the said villages respectively, as a common, until otherwise disposed of by law; and whereas, said tract of land thus appropriated, is exempt from taxation, sale or lease by the laws of this State, and much inconvenience has resulted from this tenure and enjoyment by the said inhabitants, inasmuch as said tract of land is located in part opposite the city of St. Louis, and the ferry thereto, so that difficulties are experienced in relation to the construction of the Vincennes road and the repair thereof; and whereas, great benefit, in the opinion of this legislature, would result to the people of the State in these respects, by having a grant of one hundred and sixty acres of the land so appropriated for these purposes, and to facilitate and extend the ferry privileges, and improve said road, therefore,

Resolved, by the senate and house of representatives of the State of Illinois, That our senators and representatives be desired to use their exertion to procure the passage of a law in Congress granting to

the county of St. Clair one hundred and sixty acres of said land, for the purposes aforesaid, to be located in a part of said appropriated land, under the direction of the county commissioners' court of said county.

JAMES SEMPLE, *Speaker of the House of Representatives.*
A. M. JENKINS, *Speaker of the Senate.*

(Copy.)

23D CONGRESS.] No. 1320. [2D SESSION.

APPLICATION OF ALABAMA FOR THE RELIEF OF CERTAIN PURCHASERS OF PUBLIC LANDS.

COMMUNICATED TO THE SENATE FEBRUARY 12, 1835.

JOINT MEMORIAL in relation to public lands.

To the honorable the Senate and House of Representatives of the United States of America, in Congress assembled:

Your memorialists would respectfully represent to your honorable body that many of the earliest settlers and most worthy and valuable citizens of the State of Alabama became purchasers of lands from the United States in the year of 1818 and 1819, at the extravagant prices at which they were then selling, and made settlements upon. It is a part of the history of this State that at that time cotton, the staple commodity of the country, was selling at a most extravagant price, thereby imparting an unreasonable and unreal value to all other property; therefore in the purchases of land made under such circumstances, a price greatly exceeding their real value was in most, if not every instance, given for them. Shortly, however, cotton fell in the price, and produced a corresponding depreciation in the value of all other property.

So great and distressing was the state of things that Congress, at its session in the year 1820, passed a law for the relief of land purchasers, allowing them to relinquish a part, and applying the payments made thereon to other parts retained, and of paying the residue of the purchase money at a discount of thirty-seven and a half per cent, or to take a further credit of six or eight years, without interest, according to the installments paid.

Believing that the terms offered by this act were the best that would ever be proposed, the class of purchasers to which your memorialists allude, feeling the great importance of securing homes for their families, paid the whole price of the lands retained, either by relinquishment, or in cash, at the discount. Since that time, however, Congress has from time to time extended relief to those who took further credit, until the session of 1829 and 1830, when a law passed giving to those who had paid the amount of three dollars and fifty cents per acre, patents for their lands without further payment, and to those who had not paid this amount the privilege of paying one dollar and twenty-five cents or less, in addition to what they had paid, and receiving a patent for their lands. The first class of persons thus relieved was composed of those who purchased land at the price of fourteen dollars and upwards; and the second, of those who purchased at a less price. Another class of purchasers who had only paid one-twentieth part of the purchase money, and permitted their lands to revert, were relieved by granting them scrip to the amount they had paid.

Thus it is shown to your honorable body, that all other classes of land purchasers except those who were most prompt in paying their money into the public treasury have been relieved, and your memorialists are entirely unable to see any justice in making this difference to the prejudice of those who have been most prompt in payment; and nothing is more common than to see persons residing in the same neighborhood, and in fact adjoining each other with only an imaginary line between them, occupying lands of equal value, which were bid off at the same price at the sales, one of whom has paid twenty dollars per acre for his land, and the other only five, and so in proportion to the various prices at which the land sold. Such inequality is diametrically opposed to those principles of equal justice which should constitute the foundation of all legislation.

Your memorialists conceive it to be the duty of all governments, and particularly our own, so to legislate that equal rights and equal privileges may be established and preserved among its citizens, and to hold out every inducement to punctuality and good faith. Your memorialists cannot believe that the inequality in the law to which they allude was designed by Congress, but that it was the result of inadvertence, for your honorable body are not unapprised that the citizens alluded to are as valuable as those who have been relieved; and, according to the revenue laws of this State, have been compelled for years to pay a larger amount of taxes than those who had only paid a small portion of the purchase money on their lands. Your memorialists therefore pray that a law may be passed placing this class of purchasers upon an equal footing with others who have received such ample and generous relief. And that the treasury may not be burthened by having to refund this money, your memorialists will be satisfied for this class of purchasers to be placed on the same footing with those who permitted the lands they had purchased to revert to the government, by granting them scrip receivable in payment for other lands which may hereafter be sold by the government; and in extending the benefit asked for by your memorialists, will, as in duty bound, ever pray, &c.

Resolved, That our senators in Congress be instructed and our representatives be requested to use every exertion in their power to carry the foregoing measure into effect; and that his excellency be requested to furnish each of our representatives in Congress with a copy of the same.

S. W. OLIVER, *Speaker of the House of Representatives.*
F. S. LYON, *President of the Senate.*

Approved, January 10, 1835.
JOHN GAYLE.

23D CONGRESS.] No. 1321. [2D SESSION.

ON CLAIM FOR THE RE-ISSUE OF A BOUNTY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 13, 1835.

Mr. GALBRAITH, from the Committee on Private Land Claims, to whom the petition and documents of Robert Allison, of Franklin county, Pennsylvania, claiming indemnification for the loss of two hundred acres of bounty land, were referred, reported:

That they have had the petition and documents under consideration, from which they extract the following facts: The petitioner was a lieutenant in the third regiment of the Pennsylvania line in the revolutionary army, and served until the close of the war, and thereby became entitled to two hundred acres of bounty land, under the laws of Congress. A warrant, No. 43, was issued in his name, for two hundred acres of bounty land, on the 6th day of April, 1799, which was located by and for a certain William Steel, on the 10th of February, 1800; upon which, together with other warrants, surrendered by said Steel to the amount of four thousand acres, a patent issued in the name of said Steel, upon section three, township six, range seven. The authority under which Steel undertook to locate the warrant in the name of Robert Allison, appears to have been an assignment in the warrant to him, purporting to have been executed by Allison. The petitioner states in his petition, that the warrant "never came to his hands, and that he never, in any form or manner, transferred or parted with his right to said land, or warrant, or gave any person any authority to assign or transfer the same." And to the petition is attached his affidavit, "that the facts set forth are just and true, as stated therein." In proof of the assignment to Steel not being the genuine act of the petitioner, the deposition of Hon. Matthew St. Clair Clarke was submitted, the most material part of which is the following extract, in which he says, "deponent, knowing well the character of Captain Allison for integrity and truth, requested to see the surrendered warrants. They were shown to this deponent, and, without hesitancy, he pronounced the name of Captain Allison, as assignor, a *forgery*. The handwriting he did not believe to be that of Captain Allison, nor was the name *spelled* correctly." This evidence, in connection with the good character of the petitioner, as stated by Mr. Clarke, who appears to have been well acquainted with him, and also by some of the committee, to whom he is well known, the committee deemed as satisfactory that the assignment of the warrant to Steel was a forgery.

Under this state of facts, it appears to the committee no more than justice to the petitioner to grant him a new warrant, the warrant to which he was entitled, under the acts of Congress, having been, without his consent or knowledge, spent and executed in such a manner, under the direction of the officers of the government, as placed it out of his power to obtain what he was entitled to, even were he willing to adopt the location thus made without his consent, which would be imposing of itself a hardship upon him which would be unjust. His warrant was not laid upon any specific two hundred acres which could be designated or distinguished from any other two hundred acres of the four thousand covered by Steel's patent; and, even if it could, if the land had passed to a third person, purchasing *bona fide* under Steel, without knowledge of the fraud, your committee are of opinion he could not recover in an ejectment: but, as before observed, it would be unjust to subject him to this trouble and expense without his consent, if it were even manifest that he could recover it. Your committee, however, are clearly satisfied that his right in the land covered by that warrant is gone from him past recovery; that he cannot recover in an ejectment; the two hundred acres covered by his warrant being thrown in with three thousand eight hundred acres more, in one general patent covering the whole, it is impossible for him to describe any particular two hundred acres, so as to entitle him to recover it; and this without his act or participation, and without any fault of his. In this view of the case, the committee have reported a bill, authorizing the proper officers of the government to issue a new warrant to the petitioner.

23D CONGRESS.] No. 1322. [2D SESSION.

ON CLAIM FOR THE RE-ISSUE OF A BOUNTY LAND WARRANT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 14, 1835.

Mr. GALBRAITH, from the Committee on Private Land Claims, to whom was referred the petition of James Maxwell, of Butler county, Pennsylvania, praying for relief, reported:

That they had the petition and documents referred to them under consideration. The petitioner states that he served in the army of the revolution, as an enlisted soldier, in the eighth Pennsylvania line, until the close of the war; and that, on application to the Bounty Land Office, he ascertained that a warrant had issued, No. 10,098, for one hundred acres, on the 19th March, 1799, to James Maxwell, as a soldier of the eighth reigment, Pennsylvania line, and but one of that name was returned on the records of the Pennsylvania line as being entitled to bounty land; that, on examination, the said warrant appeared to be transferred by an assignment, purporting to be executed by James Maxwell, on the 10th December, 1808, to Thomas Thompson, and a patent issued thereon to said Thomas Thompson, on the 4th of January, 1810; that he never, in truth, and in fact, made any such assignment, and never had the warrant in his possession.

The committee entertain no doubt of the services of the petitioner, as it appears that he has furnished sufficient evidence of that fact to induce the War Department to place him on the pension roll. The

committee have no doubt, also, that warrant No. 10,098, for one hundred acres of bounty land, was issued in favor of the petitioner. But there is no evidence exhibited to the committee, negativing the fact of the assignment of the warrant of the 10th December, 1808, excepting the affidavit of the petitioner himself, that the facts set forth in his petition are true. There is evidence that the petitioner bears the reputation of an honest, respectable man, and, indeed, he is known to some of the committee as such; but the committee believe it would be attended with great danger, as a precedent, to grant relief on the mere affidavit of the party in interest, that an instrument, purporting to be executed under his hand and seal, particularly after so great a lapse of time, was a gross forgery. The fact itself is one susceptible of proof by the testimony of disinterested witnesses, so that it does not present a case of necessity. Until proof be furnished, other than the oath of the party, that this assignment was not in fact executed by him, the committee feel it their duty to report it as their opinion that relief ought to be withheld, and submit the following resolution:

Resolved, That the committee be discharged from the further consideration of the subject; and that the petitioner have leave to withdraw his petition and documents.

23D CONGRESS.] **No. 1323.** [2D SESSION.

ON CLAIM TO LAND IN FLORIDA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 14, 1835.

Mr. CHAMBERS, from the Committee on Private Land Claims, to whom was referred the petition of Ferdinand D. McDonell, reported:

That they have considered the claim of the petitioner, by which it appears that said Ferdinand D. McDonell did, in the year 1799, become an inhabitant of the island of Amelia, East Florida, a province then of his Catholic Majesty, the King of Spain; that he had a wife, several children, and a number of slaves; and that he purchased, on said island of Amelia, land which he occupied and cultivated.

By the royal order of November, 20, 1790, the said Ferdinand, as an inhabitant, taking the oath of allegiance, was entitled, if he claimed the same, to a certain quantity of the vacant lands of the province, in proportion to the number of his family and slaves, if it were his election to enter on said lands and cultivate the same. The privileges and concessions, by this order extended to settlers, were to encourage emigration, and the improvement and cultivation of the wild unappropriated lands of the province; and an inhabitant, who elected to purchase improved lands on which to employ himself and family in their cultivation and improvement could have no pre-emption or inception of title until, at least, he applied for vacant lands with the intent of *bona fide* settling on the same. That the privilege was granted in consideration of taking possession of, and cultivating the lands, is manifest from the order and regulations of Governor White, of said province, dated at St. Augustine, October 12, 1803; by which, amongst other things, it is provided "that all concessions, on which no title is specified, shall become extinct, and shall be considered null, if the persons to whom they are made do not take possession and cultivate the same within the space of six months."

Occupancy and cultivation being essential to the validity of a concession to a settler, an inhabitant, who preferred occupying and cultivating improved lands which he had purchased from some person having a previous grant, could not, by virtue of such occupancy, claim the vacant lands appropriated to actual settlers. It also appears, that said Ferdinand did not make any such claim until May, 1819, about twenty years after taking the oath of allegiance, and some months after the treaty of cession of said province by the government of Spain to that of the United States, which was concluded at Washington on the 22d February, A. D. 1819.

Entertaining the opinion that the petitioner's claim is not brought within the provisions of the laws of Spain or the United States in relation to actual settlers, the committee report that said Ferdinand Donald McDonell is not entitled to relief.

23D CONGRESS.] **No. 1324.** [2D SESSION.

APPLICATION OF LOUISIANA FOR DONATIONS OF LAND FOR THE PROMOTION OF EDUCATION.

COMMUNICATED TO THE SENATE FEBRUARY 16, 1835.

The legislature of the State of Louisiana, earnestly desirous to diffuse, as widely as possible the blessings of education, thinks the importance of the object will justify what may, at first view, seem a departure from the course heretofore pursued by this State in its intercourse with the general government.

Whilst other States have urged their claims on, and received large grants of land from Congress for the promotion of this laudable purpose, Louisiana has sought nothing, and received but little. As the largest land owner in the new States, the legislature do not doubt that the United States may be fairly called on for a liberal contribution to that object, which, beyond all others, has the strongest claims on the owners of property for support.

The vast extent of public land, the great and rapidly increasing value it is constantly receiving from the industry and capital of our citizens engaged in the cultivation of our rich products, and especially the great benefit these lands derive from the levees made and kept up entirely at the expense of individual proprietors, seem to place the claims of Louisiana, on strong and peculiar grounds: Therefore,

Resolved, That our senators, and representatives in Congress, be requested to use their exertions to obtain a grant of land, for the purposes of public education in the State of Louisiana.

(Signed) ALCEE LABRANCHE, *Speaker of the House of Representatives.*
C. DERBIGNY, *President of the Senate.*

Approved January 21, 1835.

A. B. ROMAN, *Governor of the State of Louisiana.*

EXECUTIVE DEPARTMENT, *New Orleans, January* 27, 1835.

SIR: I have the honor to forward you herewith a resolution adopted by the general assembly of this State, in its present session.

Very respectfully, your obedient servant, A. B. ROMAN.

HON. GEORGE A. WAGGAMAN.

23D CONGRESS.] **No. 1325.** [2D SESSION.

APPLICATION OF INDIANA FOR THE SALE OF REFUSE LANDS IN THAT STATE, AT REDUCED PRICES.

COMMUNICATED TO THE SENATE FEBRUARY 18, 1835.

A JOINT RESOLUTION AND MEMORIAL in relation to certain saline reservations therein named.

Whereas, By an act of Congress, approved July 3d, 1832, the legislature of this State was authorized to sell and convey certain lands therein mentioned, but not at a less price than that at which the public lands belonging to the United States are sold at private entry; and *whereas*, under several acts of the general assembly of the State of Indiana, so much of said lands as are supposed to be worth the minimum price of the public lands have been sold, leaving a residue of refused lands which cannot be sold at said price, without great delay and length of time. Therefore,

Be it resolved by the general assembly of the State of Indiana, That our senators in Congress be and they are hereby instructed, and our representatives earnestly requested, to use their utmost exertions to procure the passage of an act of Congress, authorizing the legislature of this State to sell and convey such residue of said lands, without restriction as to the price thereof.

Resolved, That the governor be requested to transmit a copy of the foregoing preamble, joint resolution and memorial to each of our senators and representatives in Congress, as soon as practicable.

JAMES GREGORY, *Speaker of the House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved February 6, 1835.

N. NOBLE.

23D CONGRESS.] **No. 1326.** [2D SESSION.

APPLICATION OF INDIANA FOR A GRANT OF LAND FOR A RAILROAD FROM EVANSVILLE TO TERRE HAUTE.

COMMUNICATED TO THE SENATE FEBRUARY 20, 1835.

A JOINT MEMORIAL to Congress, praying a grant of land to aid in the construction of a railroad from Evansville to Terre Haute.

The general assembly of the State of Indiana would respectfully call the attention of Congress to a plan of internal improvement proposed in Indiana, by the construction of a railroad between Evansville, in Vanderburgh county, and Terre Haute, in Vigo county. This work would unite the Wabash and Erie canal with the Ohio river, thereby making a complete chain of inland communication between the city of New York, by the way of the Hudson river, the Erie canal, lake Erie, the Wabash and Erie canal, and the said railroad, to the Ohio river, two hundred and fifty miles below Louisville, a route greatly preferable to any other for those who may wish to ship goods from the city of New York, either to Evansville or to any point lower down. It is contemplated to remove the obstructions below this point to river navigation; and when such improvements are made, steamboats, with but little interruption, might ply from this port, and others situate beyond and westwardly. The road would pass through the counties of Vanderburgh, Gibson, Knox and Sullivan, to Vigo,—a country, by its level surface and the materials which it could furnish, remarkably well adapted to the construction of such a work. In December, 1834, the legislature of this State granted a charter to a company for the purpose of aiding in making this desirable improvement, by the name of the Evansville and Lafayette Railroad Company. Much of the land in the counties through which this road will pass still belongs to the

United States. This general assembly would respectfully recommend to Congress to make such a grant of land, of the land yet unsold, and which lies in the counties through which said road will pass, as will insure its speedy commencement and completion. No work could be of greater importance, either for the purposes of commerce or convenience of traveling, which could be made in the western country.

Resolved, That our senators be instructed, and our representatives requested to use their exertions to procure a donation of land by Congress, that will insure the speedy commencement and construction of a railroad from Evansville to Terre Haute; and that his excellency be requested to send a copy of this resolution to our senators and representatives in Congress,

JAMES GREGORY, *Speaker of the House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved February 6, 1835.

N. NOBLE.

23D CONGRESS.] **No. 1327.** [2D SESSION.

CLAIMS TO CHOCTAW RESERVATIONS OF LAND UNDER THE FOURTEENTH ARTICLE OF THE TREATY OF 1830.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 23, 1835.

WASHINGTON CITY, *March* 20, 1834.

SIR: Jacob Thompson claims a quantity of land for himself and family, under the provisions of the 14th article of the treaty of Dancing Rabbit creek. He made application to Colonel George W. Martin, the locating agent, to have his land reserved from sale, and secured to him; but the agent could not, in conformity with his instructions, act on the case, because his name was not found on the register among those who had signified their intention of remaining and becoming citizens of the States. I herewith enclose the evidence in support of his claim.

The following is a list of the papers:

No. 1. His application to Colonel Martin.
No. 2. His own affidavit, accompanied by the affidavit of John T. Hammond.
No. 3. The affidavit of Patrick Reilly.
No. 4. A certificate of Hon. D. W. Wright.
No. 5. A petition addressed to Congress by one of the chiefs and several of the captains and headmen of the Choctaw nation.
No. 6. A copy of a correspondence between Colonel William Ward, former agent, and myself, on the subject.
No. 7. A plat of the land claimed by Thompson.
No. 8. An abstract of, and argument in favor of the claim.

I request to be informed whether, in the opinion of the department, from the testimony submitted, the said Jacob Thompson is entitled to the land which he claims under the treaty.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEWIS CASS, *Secretary of War.*

WASHINGTON CITY, *July* 9, 1834.

SIR: Jacob Thompson claims a quantity of land for himself and family, under the provisions of the 14th article of the treaty of Dancing Rabbit creek. He made application to Colonel George W. Martin, the locating agent, to have his land reserved from sale, and secured to him; but the agent could not, in conformity with his instructions, act on the case, because his name was not found on the register among those who had signified their intention of remaining and becoming citizens of the States. I herewith enclose the evidence in support of his claim. The evidence shows conclusively that he comes within the provisions of the treaty, and that he signified to the agent, Colonel Ward, his intention of remaining and becoming a citizen of the State within the time prescribed. That the land which he claims has been sold, as appears from the testimony and records in the General Land Office. The residue of the lands in that region of country will be offered for sale on the first Monday in December next. I most respectfully ask the department to allow him to select one section and three-quarters of other lands of equal quality and value, and that the same may be reserved from sale until an investigation into the merits of his claim can be had, or such other order had thereon, as may be deemed advisable. If his claim is a legal or equitable one, great injustice will be done him unless he is allowed to select other lands before the sales. If his claim is not valid, no injustice can be done the government by this course.

Most respectfully, your obedient servant,

F. E. PLUMMER.

Hon. LEWIS CASS.

To the honorable the Senate and House of Representatives of the United States of America in Congress assembled:

Your petitioner, Jacob Thompson, would respectfully represent that he is descended from the tribe of Choctaw Indians, by the mother's side, and was an inhabitant of the territory ceded to the United States by that tribe, by the treaty made at Dancing Rabbit creek in 1830; that he was then married, and had living, at that time, in said territory, a wife and three children, all of whom are still living at the place where he then resided, to wit, on section thirty-one, in township twenty-two, range three east of lands subject to sale at Chocchuma; that he intended residing permanently on said land, and thereby to acquire a title according to the provisions of said treaty, and signified his intention to reside five years, and become a permanent citizen, to —— Ward, a brother, and a deputy of —— Ward, appointed to register the claims of that class herein referred to, but that said Ward refused to register his application; that, afterwards, he applied to Ward, the principal commissioner, who also refused to register his claim.

Your petitioner, before the land sales at Chocchuma, in virtue of said claim, applied to —— Martin, the commissioner on the part of the United States, to have registered and set apart to your petitioner and his three children the said section thirty-one, and the west half of said east quarter of section thirty, in said township and range; but said Martin refused to ratify his claim, on the ground that Commissioner Ward had refused to register his application; after which, one Samuel B. March covered said land by a float which he had purchased from Jefferson College.

Your petitioner is himself ignorant of the laws of the land, but is advised that he is still entitled to said land, and has conferred with said March, who is willing to withdraw his float, provided he can locate so much elsewhere before other sales are ordered.

Your petitioner further states that both said applications were made to said Ward in less than six months after the treaty at Dancing Rabbit creek.

Your petitioner prays your honorable body to consider his case, and grant such relief as may seem right and just; and, as in duty bound, he will ever pray, &c.

JACOB THOMPSON,
Per attorney, S. B. MARCH.

STATE OF MISSISSIPPI, *Holmes County:*

Personally appeared before me, a justice of the peace in and for said county, the above-named petitioner, who says, on oath, that the facts stated in the above petition are true.

JACOB THOMPSON.

Sworn to, and subscribed, this 26th October, 1833.

THOS. B. IVES, *J. P.*

No. 1.

To George W. Martin, Esq.:

SIR: You are hereby notified that I am in possession of section No. 31, the south half of section No. 30, and the northwest quarter of same section, in township No. 22, of range 3 east, amounting, in all, to one section and three-quarters of a section, which I claim under and by virtue of the fourteenth article of the treaty of Dancing Rabbit creek. I request that the same may be reserved from sale, and secured to me in conformity with the provisions of the treaty aforesaid. As evidence of my right to said land, I refer you to the accompanying documents.

JACOB THOMPSON.

SEPTEMBER 18, 1833.

I do hereby certify that I presented to Colonel George W. Martin this notice and the accompanying documents, on the day and year within mentioned, but he refused to reserve the land therein described from sale, and assign the same to Jacob Thompson, because, as he alleged, his name was not on the register made out by Colonel Ward, and furnished him by the War Department.

F. E. PLUMMER.

No. 2.

THE STATE OF MISSISSIPPI, *Holmes County:*

Before me, the undersigned, justice of the peace, personally appeared Jacob Thompson, who, being duly sworn, on oath, deposeth and saith, that he is a Choctaw by birth, a native of the Choctaw nation of Indians, and that his mother was a native Choctaw, and that he resides within the limits of that tract of country ceded to the United States by the treaty of Dancing Rabbit creek, made and entered into between the United States of America and the Choctaw nation of Indians, on the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty, and ratified by the President of the United States, in pursuance of the advice and consent of the Senate, on the fourth day of February, in the year of our Lord one thousand eight hundred and thirty-one; and also that he resided there, and had an improvement and land in cultivation at the time of, and previous to, the date last aforesaid. The said Jacob Thompson further deposeth and saith, that he is the head of a family, and has a wife and five children, viz., Elizabeth, Nancy, Greenwood, Washington, and Benjamin, three of whom, viz., Elizabeth, Nancy and Greenwood, were born previous to the treaty. The said Jacob Thompson further deposeth and saith, that he signified to the United States agent for the Choctaws his intention of remaining and becoming a citizen of the State before the expiration of six months from the ratification of the treaty aforesaid, for the purpose of holding a reservation of land for himself and children, under and by virtue of the 14th article of the treaty aforesaid, in the manner prescribed by said article. The said Jacob

Thompson further deposeth and saith, that section No. 31, the south half of section No. 30, and the northwest quarter of said section in township No. 22, of range No. 3 east, making, in all, one section and three-quarters of a section, on an examination of the corner posts and trees marked by the surveyor, are found to contain his dwelling-house and improvements, and the tract of land which he had in cultivation, and on which he resided at the time aforesaid. The said Jacob Thompson further deposeth and saith, that he still continues to reside with his family on said tract of land, and cultivate the same, intending to become and remain a citizen of the State of Mississippi.

JACOB THOMPSON.

Sworn to and subscribed, before me, the 18th day of September, A. D. 1833.

THOS. B. IVES, *J. P.*

I, John T. Hammond, do hereby certify that I am personally acquainted with Jacob Thompson, whose name is subscribed to the foregoing affidavit, and have been for many years. He is a native Choctaw, and has a wife and children, as stated by him. He was an actual settler and housekeeper on said tract of land, where he now resides, and was at the time stated by him in said affidavit. I was present at when he signified to the agent, Col. William Ward, his intention of remaining and becoming a citizen of the States, and made application to have his name registered. The statements made by the said Thompson in said affidavit which I have heard read, are within my own knowledge, and true in substance and fact.

JOHN T. HAMMOND.

Sworn to and subscribed, before me, the 18th day of September, 1833.

THOS. B. IVES, *J. P.*

I do hereby certify that I am personally acquainted with Jacob Thompson, whose name is signed to the annexed affidavit. He has the character of being an honest and industrious, but poor man. He is quite intelligent for an Indian, sufficiently so to understand the nature and solemnities of an oath. I read to him the within statement, signed and sworn to by him, and saw him sign the same. I am also acquainted with John T. Hammond, whose name is signed to the annexed affidavit. He is an intelligent white man of good character. I saw him sign said affidavit. I am also acquainted with Thomas B. Ives, before whom the affidavits were sworn to and subscribed. I know that he was an acting justice of the peace in and for the county of Holmes, and State of Mississippi, on the 18th day of September, 1833.

F. E. PLUMMER.

No. 3.

THE STATE OF MISSISSIPPI, *Holmes County:*

Personally appeared before me, the undersigned, justice of the peace in and for said county, Patrick Reilly, who says, on oath, that he has resided for many years in the country ceded to the United States by the Choctaw Indians, by the treaty made at Dancing Rabbit creek in 1830; that he was present within six months after said treaty, and heard Jacob Thompson apply to Ward, a United States commissioner, and heard him signify his intention to reside permanently where he then lived in said ceded country, and requested that his name might be registered as such, and also that he was the head of a family, and had several children, say three or four: deponent further states that said Thompson is descended by the mother's side from the Choctaws lately inhabiting said country, and is a full cousin to Greenwood Leflore, one of the descendants and chief of said tribe.

P. REILLY.

Sworn to, before me, December 26, A. D. 1833.

THOS. B. IVES, *J. P.*

I certify that I am personally acquainted with P. Reilly, whose name is signed to the within affidavit; from my knowledge of his character, I feel no hesitation in giving it as my opinion that full faith and credit ought to be given to his statements on oath.

F. E. PLUMMER.

No. 4.

To all whom it may concern:

It has been represented to me that Coleman Cole, W. King and Jacob Thompson, have forwarded, for the action of Congress, petitions (supported by affidavits and certificates) praying to be indemnified for the loss of their land, supposed to have been secured to them by the treaty made between the United States and the Choctaw tribe of Indians at Dancing Rabbit creek, in 1830, and that Patrick Reilly is one of the affiants referred to, and I am requested to state my knowledge of his character as a man of veracity.

I with pleasure state that I have known said Reilly for about ten years; a part of that time he resided near me. I have never heard his veracity questioned, and, from my personal knowledge of him, I would implicitly believe his statement to be true.

D. W. WRIGHT.

D. W. Wright, who makes this certificate, is one of the judges, of our high court of errors and appeals.

No. 5.

A petition to the honorable the Senate and House of Representatives of the United States in Congress assembled.

Your petitioners respectfully represent to your honorable body, that Jacob Thompson, a native, or quarteroon, of the Choctaw nation, who has not been noticed in the treaty between the United States and said tribe of Indians, called Choctaws, claims his rights as a citizen of said nation under the cultivation act. Therefore, your petitioners think it nothing more than justice, and hope that you will have the same privilege allowed him as others registered in the said act; and your petitioners will ever pray, &c.

Isaac Perry,	David Oxberry,	James Oxberry,
Enos Wade,	Greenwood Leflore,	Robert Turnbull,
John Smith,	Anthony Turnbull,	William Turnbull.
William McCoy,	Benjamin Leflore,	

STATE OF MISSISSIPPI, *Yazoo County, January* 19, 1832.

No. 6.

COLUMBUS, *September* 24, 1833.

DEAR SIR: John T. Harlan, Jacob Thompson and John T. Hammond, have informed me that they signified to you, as agent for the Choctaws, their intention of remaining and becoming citizens of the State, within six months from the ratification of the treaty of Dancing Rabbit creek, for the purpose of holding a reservation of land, under the 14th article of said treaty. I have not the register before me, and understand that but an imperfect copy is in the hands of the locating agent. I am, however, of opinion, that their names are not on the register in the hands of Colonel Martin. I wish to learn from you the simple fact, whether they did signify to you their intention of remaining and becoming citizens of the States within six months from the date of the ratification of the treaty of Dancing Rabbit creek, as stated by them: I want your statement of that fact for a particular purpose. Whether you did or did not register their names, or whether they are or are not entitled to reservations of land under the treaty, are questions hereafter to be inquired into, and upon which you will probably be called to relate all of the circumstances, and express your opinions. In your statement to me, I request nothing but a certificate of the particular fact above stated. Please give me separate certificates in each case, and enclose them to me at this place.

Most respectfully, your obedient servant, F. E. PLUMMER.

Col. WILLIAM WARD, *agent for Choctaws.*

CHOCTAW AGENCY, *Miss., October* 18, 1833.

DEAR SIR: Your note of the 24th ultimo is now before me, requesting information respecting the entries of John T. Hammond and several persons, as desirous to become citizens of the States according to the provisions of the late treaty at Dancing Rabbit creek with the Choctaws for the lands on the east side of the Mississippi river.

In answer to the first inquiry, I can say that John T. Harlan, a white man, did apply to me, within the time prescribed, to signify his intention to become a citizen. I refused to enter his name, on the grounds that he was not a resident in the Choctaw country at the time of making said treaty which you allude to. In answer to your inquiry as to the names of John T. Hammond and Jacob Thompson being registered by me for five years as citizens, if their names are not on the register, I have no recollection of the cause why they, if Choctaws, were not registered with others. You will please to observe that numbers, who did make applications to have their names registered as relinquishing lands, would come and make alterations, by the advice of their chief or captains to make alterations. I believe that all those whose names were returned to the Department of War were correct, with allowing for errors that might be made in the entries, as after changed to suit the wishes of the persons interested. I have no doubt that, in some cases, errors were committed by the frequent changes of names and persons, that I could not at any time control. But whenever any error has been discovered, the locating agent ought to correct it, to do justice to all who may be concerned.

I have the honor to be, respectfully, your obedient servant,

WILLIAM WARD.

Hon. F. E. PLUMMER.

No. 8.

Abstract, &c., of the case of Jacob Thompson.

Jacob Thompson claims one section and three-quarters of land, viz., section No. 31, and the northwest, the southwest, and the southeast quarters of section No. 30, of township No. 22, in range 3 east, for himself and three children, under and by virtue of the provisions of the 14th article of the treaty of Dancing Rabbit creek. The 14th article of the treaty provides that "each Choctaw," &c. (see Laws, 30, 31, Appendix, page 129.) Colonel William Ward, then agent for the Choctaws, it seems, immediately after the ratification of the treaty, under instructions from the War Department, registered the names of such of the Indians, who were desirous to remain and become citizens, as signified to him their

intention within the prescribed time. The register or list of names was returned to the War Department. Colonel George W. Martin, the agent appointed to locate the reservations under the treaty, refused to locate the reservation claimed by Thompson, because his name was not on the register made out by Colonel Ward, which he took as his guide, under instructions from the War Department. He now asks, as a matter of right, that the said tract of land may be secured to him according to the provisions of the treaty. The question which presents itself to the department for consideration is, whether Thompson comes within the provisions of the treaty. If the right to the before-described tract of land was vested in him by the treaty aforesaid, he cannot be divested of this right, without a manifest breach of good faith on the part of the government. In order to entitle him to the peaceable and quiet possession of one section of land for himself, and one quarter section for each of his three children, it is only necessary for him to show, to the satisfaction of the department, 1st. That he is a Choctaw, and was the head of a family at the time of the ratification of the treaty. 2d. That he had at that time an improvement within the limits of the nation. 3d. That he is desirous to remain and continue a citizen of the State of Mississippi; and 4th. That he signified to the agent his intention of so remaining, within six months from the ratification of the treaty.

These are all questions of fact susceptible of proof, and are proven by the testimony of Thompson himself, John T. Hammond, and P. Reilly. This testimony must be considered satisfactory, unless the credibility of the witnesses is impeached. The fact of his name not being on the register or list returned to the department, does not, and cannot prejudice his claim. There is no such thing as a register known to the treaty. It was made out in conformity with instructions from the Secretary of War, as a guide to the department in the settlement and adjustment of the claims; and although it is *prima facie* evidence of the rights of those whose names are therein enrolled, it cannot be considered as evidence against those whose names are not there. The circumstance of his name not being on the register, may be a reason why the facts should be inquired into and thoroughly scrutinized, but cannot, in good faith, be urged as a plausible reason why the poor Indian should be robbed of the only means of providing a subsistence for his wife and children, and driven from the land of his fathers without a resting place which he can call his own. There is no cause assigned why Colonel Ward did not register his name; he does not assign any himself; he probably neglected it through mistake. The only act required to be performed by Thompson as a condition precedent on his part to secure him in the possession of his land, was to signify "his intention to the agent within six months from the ratification of the treaty." This he did, and rested quietly under the supposition that the agent would do his duty. The neglect of the agent cannot deprive Thompson of the land secured to him by a solemn treaty. Any other evidence that Thompson did signify within the time, which is satisfactory to the department, is as good as the register, which is nothing more nor less than evidence.

PLUMMER, *for claimant.*

THE STATE OF MISSISSIPPI:

John R. Countee states and says, that he is a citizen of the Choctaw nation of Indians, a husband and father, and the head of a Choctaw family; that he resides within the limits of that portion of country ceded to the United States by the treaty of Dancing Rabbit creek, made and entered into on the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty, between the United States and the Choctaw nation of Indians; and that he resided within the limits of said nation, with his family, and had an improvement and land in cultivation, at the time of the making of the treaty aforesaid. The said John R. Countee further states and says, that he had in actual cultivation, with a dwelling-house thereon, during the year of our Lord one thousand eight hundred and thirty, more than twelve acres of land. The said John R. Countee further states and says, that the northwest quarter of section two, of township sixteen, in range one west of the basis meridian, situate on what is commonly called Honey island, (on an examination of the corner posts and lines marked by the surveyor,) is found to include his improvement and dwelling-house, where he resided with his family at the time of the making of the treaty aforesaid. The said John R. Countee further states and says, that he applied to the agent to have his name registered among the other Choctaws for a reservation; the agent seemed to discourage the idea, and he does not know whether it was registered or not.

JOHN R. COUNTEE.

THE STATE OF MISSISSIPPI, *Holmes County:*

Before me, the undersigned, justice of the peace, personally appeared John T. Harlan, who, being first duly sworn, deposeth and saith, on oath, that he is personally acquainted with John R. Countee, whose name is subscribed to the foregoing statement, and has been for many years. He, the said Harlan, states and says, that the matters and things set forth in the said statement, he knows, of his own knowledge, to be substantially true. He, the said Harlan, further deposeth and saith, that he knows of his own knowledge, that he, the said Countee, had, during the year 1830, with a dwelling house thereon, about fifteen acres of land, situate on Honey island, in actual cultivation.

J. T. HARLAN.

Sworn to and subscribed, before me, the 28th day of June, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

Before me, the undersigned, justice of the peace, personally appeared Gilbert B. Collins, who, being first duly sworn, saith, on oath, that he is personally acquainted with John R. Countee, whose name is subscribed to the annexed statement; that the said Countee had, during the year 1830, an improvement, and land in actual cultivation, with a dwelling-house thereon, situate on Honey island, in the Choctaw nation, and that the said Countee had a Choctaw wife and family; he cannot speak as to the precise number of acres which he, the said Countee, had in cultivation.

GILBERT B. COLLINS.

Sworn to and subscribed, before me, the 28th day of June, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

Before me, the undersigned, justice of the peace, personally appeared Thomas Stewart, who, being first duly sworn, deposeth and saith, on oath, that he is a citizen of the Choctaw nation of Indians, a husband, father, and the head of a Choctaw family; that he resides within the limits of that portion of country ceded to the United States by the treaty of Dancing Rabbit creek, made and entered into on the twenty-seventh day of September, in the year of our Lord one thousand eight hundred and thirty, between the United States and the Choctaw tribe of Indians, and that he resided within the limits of said nation with his family, and had an improvement and land in cultivation at the time of the making of the treaty aforesaid. The said Thomas Stewart further deposeth and saith, that he had in actual cultivation, with a dwelling-house thereon, during the year of our Lord one thousand eight hundred and thirty, more than twelve acres of land; that the southwest quarter of section ten, of township sixteen, in range one west of the basis meridian, situate on Honey island, on an examination of the corner posts and trees marked by the surveyor, is found to include his improvement and dwelling-house where he resided with his family at the time of the making of the treaty aforesaid. The said Thomas Stewart further deposeth and saith, that he signified to the agent his intention of remaining and becoming a citizen of the States, in person, within six months from the ratification of the treaty aforesaid, but the agent expressed an unwillingness to register his name for a five years' stay. He further deposeth and saith, that the agent, Colonel Armstrong, informed him that he would be entitled, under the provisions of the treaty, to an eighth of a section of land as a reservation; but he understands that he has been excluded from the number of those who are entitled to that quantity under the limitation prescribed in the nineteenth article of the treaty aforesaid. The said Thomas Stewart further deposeth and saith, that he measured himself the land which he had in cultivation, and found that there were about fourteen acres, the precise quantity not recollected.

his
THOMAS × STEWART.
mark.

Sworn to and subscribed, before me, the 28th day of June, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

Before me, the undersigned, justice of the peace, personally appeared David Cochnaur, who, being first duly sworn, deposeth and saith, on oath, that he is personally acquainted with Thomas Stewart, whose name is subscribed to the annexed affidavit, and has been for about seven or eight years; that he, said Thomas Stewart, resided in the nation, and had in actual cultivation land, with a dwelling-house thereon, previous to and at the time of the treaty, as stated by him in the annexed affidavit; that he was at the date of the treaty a husband and father, and the head of a Choctaw family, as set forth by him in said affidavit. The said David Cochnaur further deposeth and saith, that the tract of land which the said Thomas Stewart resided on and had in cultivation in 1830, and at the time of the treaty, is situate on Honey island; but he does not know the numbers of the land, nor the number of acres which he the said Stewart had in cultivation. And he, the said Cochnaur, further states and says, that the said Thomas Stewart is an honest and industrious man, quite intelligent for an uneducated man, and that full faith and credit ought to be given to his statement on oath.

DAVID COCHNAUR.

Sworn to and subscribed, before me, the 28th day of June, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

I, Gilbert B. Collins, do hereby certify, that I am personally acquainted with Thomas Stewart, whose name is signed to the annexed affidavit, covering the first, second, and part of the third pages of manuscript hereto annexed, and have been for many years; and I know, of my own knowledge, that the matters and things stated and set forth in said affidavit are true in substance and fact, excepting as to the number of acres he had in actual cultivation, which I never measured; but I should think, from the appearance of the field, that it contained twelves acres or more.

GILBERT B. COLLINS.

Sworn to and subscribed, before me, this 28th day of June, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPI, *Holmes County:*

I, John T. Harlan, do hereby certify, that I am personally acquainted with Thomas Stewart, whose name is subscribed to the annexed affidavit, covering the first, second, and part of the third pages of this manuscript; that I know, of my own knowledge, that he had in actual cultivation during the year 1830, with a dwelling-house thereon, the place described by him in the said affidavit; that he resided on the same, and was the head of a family. I never measured the land which he had in cultivation, but I should think, from the appearance, that there was from twelve to fifteen acres. His wife is a Choctaw.

J. T. HARLAN.

Sworn to and subscribed, before me, the 9th day of July, A. D. 1833.

S. ATCHISON, *J. P.*

THE STATE OF MISSISSIPPI, *Holmes County:*

I, Samuel Atchison, an acting justice of the peace in and for the county and State aforesaid, do hereby certify, that I am personally acquainted with David Cochnaur and Gilbert B. Collins, whose names are signed to the foregoing affidavits, and that full faith and credit ought to be given to any statements made by them on oath, or otherwise.

RANKIN, *July* 9, 1833.

S. ATCHISON, *J. P.*

Thomas Stewart states, on oath, that he was a citizen of the Choctaw nation of Indians, a husband and father, and the head of a Choctaw family. He resided there, and had in actual cultivation, during the year 1830, more than 12 (about 14) acres of land, with a dwelling-house thereon. He signified, in

person, to the agent, Col. Ward, his intention of remaining and becoming a citizen of the States, for the purpose of holding a reservation under the 14th article of the treaty of Dancing Rabbit creek, but the agent expressed an unwillingness to register him for a five years' stay. Col. Armstrong, when he was in the county, for the purpose of registering the names of the Indians, informed him that he would be entitled to one eighth (80 acres) of land under the 19th article of the treaty; but he understands that he has been excluded from the number of those entitled to that quantity, under the limitation prescribed in the said article. The land on which he resided is known as the S. W. quarter of sec. 10, of t. 16, in r. 1 W. (of the basis meridian.)

David Cochnaur swears to all of the material facts, excepting as to the number of acres and the numbers of the land; identifies it as being on Honey island, (where Stewart locates it;) has known Stewart for 8 years; is honest, industrious, and intelligent, for an uneducated man. Gilbert B. Collins swears that the statements made by Stewart are true, in substance and fact, excepting as to the quantity of land, which he never measured. Gives it as his opinion, from the appearance of the field, that there was 12 acres or more.

The testimony of John T. Harlan corroborates the statements made by Stewart; never measured the land; should think, from appearance, there was from 12 to 15 acres.

S. Atchinson certifies that he knows Gilbert B. Collins and David Cochnaur, two of the deponents, and that full faith and credit ought to be given to their statements on oath.

His name is not registered. The land which he claims is now advertised for sale. This case is recognized by Major Armstrong, and is the one referred to by him in his letter to the Commissioner of Indian Affairs, April 25, 1834, on file in the office. See 15th interrogatory, and Commissioner's reply, of May 30.

FEBRUARY 24, 1832.

The Committee on the Public Lands, to whom were referred the memorials of John T. Harlan and of Ca[illegible]. Tuckaloona, and others of the Choctaw nation, have, according to order, had the same under consideration, and beg leave to submit the following report:

The memorialists represent, that John T. Harlan, a citizen of the Choctaw nation, in the State of Mississippi, intermarried many years ago with a Cherokee woman, and, in the year 1821, removed with his family into the Choctaw nation, where he has ever since resided. They settled among the Choctaws, by the permission of the authorities of the nation, and were, according to the forms, ceremonies, usages, and customs of the Choctaws, soon afterwards adopted into, and made members of, the Choctaw family or tribe; and, by virtue of such adoption, were entitled to, did enjoy, and have ever since continued to enjoy, all of the rights, immunities, and privileges of native citizens of the Choctaw tribe of Indians. The children of said Harlan, nine in number, were, by the Choctaw authorities, recognized as Choctaws, from the time of their adoption as aforesaid, and admitted into the missionary schools on an equal footing with the children of the most favored Choctaw families. He is represented as an honest, honorable, but poor man. He settled on a tract of land on Honey island, in Little river, not far from its junction with the Yazoo, where he has, ever since the year 1821 or '22, continued to live, and cultivate a little farm; and by his industry, in a reputable manner, has supported and educated a numerous family, consisting of a wife and nine children, who were dependent on the sweat of his brow for a livelihood. Within six months after the ratification of the treaty made and entered into between the United States and the mingoes, chiefs, captains, and warriors of the Choctaw nation, at Dancing Rabbit creek, on the twenty-seventh day of September, 1830, Harlin, on behalf of himself, his wife and children, signified to Col. William Ward, the United States agent for the Choctaws, their intention of remaining and continuing citizens of the United States, for the purpose of obtaining a reservation of land for himself and children, under and by virtue of the fourteenth article of the aforesaid treaty. But it seems that the agent rejected the application, and refused to register their names for a reservation. It does not appear on what ground the agent predicated his refusal; but it is more than probable that he rejected the application, because he did not consider Mr. Harlan, in the language of the treaty, as a "Choctaw head of a family." It is true that there is among the papers accompanying the memorial, a certificate, signed by several persons, charging the agent with being "actuated solely by personal and private feeling of enmity towards said Harlan;" but the known integrity of Col. Ward as an officer to one of the committee is sufficient to repel the charge, and forbid the idea of his being actuated by improper motives. It is also stated that Harlan was one of those who aided our country in the war with the Creek nation of Indians. The memorialists ask Congress to pass a law extending to the said John Harlan the same rights and privileges guaranteed by the article of the treaty before mentioned, to native Choctaws, and to those who have intermarried with native Choctaws.

The committee do not deem it necessary to enter into an investigation of the tribel laws, usages, or customs of the Choctaws, in relation to the right of the mingoes, chiefs, or captains of the nation, to admit into their territory, on a footing with the natives, a citizen of any other tribe; nor to enter into a repetition of the arguments contained in the report, made by the same committee to the House, in favor of Joseph Dukes. (See report No. 246.) It is sufficient for the committee, in the present inquiry, that Harlan, on principles of equity and justice, as well as sound policy, is entitled to the same privileges extended, by the 14th article of the treaty, to those who were adopted by the authorities of the nation, and intermarried with native Choctaws. The facts set forth in this report, which is nothing more than a simple abstract of the case, gathered from the evidence adduced by the petitioners, are, by the committee, submitted to the consideration of the House without comment. If Harlan had married a Choctaw, instead of a Cherokee, he would have been entitled to a reservation, under the treaty, of six hundred and forty acres of land for himself, to three hundred and twenty acres for each unmarried child over ten years of age, and to one hundred and sixty acres for each child under ten years of age. The same reasons which induced the government to grant to the head of each Choctaw family and his children conditional reservations of land, agreeably to the provisions of the 14th article of the treaty above referred to, are, in the opinion of the committee, sufficient for them to recommend the granting of the prayer of the petitioners. The committee therefore report a bill, to be entitled "An act for the relief of John T. Harlan."

23D CONGRESS.] No. 1328. [2D SESSION.

APPLICATION OF INDIANA FOR A GRANT OF LAND FOR COUNTY SEATS AND BUILDINGS.

COMMUNICATED TO THE SENATE FEBRUARY 24, 1835.

A JOINT MEMORIAL AND RESOLUTION of the general assembly of the State of Indiana.

To the honorable the Senate and the House of Representatives of the United States in Congress assembled:

Your memorialists respectfully represent to your honorable body that they have, at their present session, laid off into counties and designated the boundaries, to wit: The counties of Adams, Noble, Jay, Wells, De Kalb Steuben, Whitby, Kosciusko, Fulton, Marshall, Stark, Pulaski, Jasper, Newton, and Porter, being all the unorganized territory within the State of Indiana to which the Indian title has been extinguished. Your memorialists believe that the interest of the general government will be greatly promoted by laying off the said unorganized territory into counties, and designating and permanently establishing their boundaries, as it will have a tendency to increase the sale of the government lands, and also prevent speculators from defrauding the public. Your memorialists would therefore respectfully request your honorable body to pass a law donating one-half section of land to each of said counties, for the purpose of locating the county seat, and erecting public buildings for each county; and that the United States land officers, within their respective land districts in said State, be authorized by law to select and reserve from sale one-half section of land as near the centre of each of said counties as the said officers may deem most suitable for the purpose of locating a county seat for each county. Therefore,

Be it resolved by the general assembly of the State of Indiana, That his excellency the governor be requested to transmit a copy of the foregoing memorial and the resolution to each of our senators and representatives in Congress.

JAMES GREGORY, *Speaker of the House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved February 7, 1835. N. NOBLE.

23D CONGRESS.] No. 1329. [2D SESSION.

ON CLAIM TO LAND IN ARKANSAS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 24, 1835.

Mr. LINCOLN, from the Committee on the Public Lands, to whom was referred the memorial of Matthew Arbuckle, with accompanying documents, reported:

The memorialist represents, that, on the 17th of February, 1829, he purchased, in the then Lawrence land district, Arkansas Territory, in township 9 north, and range 29 and 30, several tracts of land, which he describes as follows:

Eight hundred and forty-five acres 69-100, from Charles Kelly.

Three hundred and twenty-one acres 40-100, from John Ringgold.

Two hundred and sixty acres 32-100, from John McLaughlin.

One hundred and ninety-four acres 68-100, from William Hull.

That these tracts of land were entered under Spanish claims, which had been confirmed by the land courts of Arkansas Territory at the time he purchased the same, and that he paid therefor a valuable consideration in money, *at the time* of the purchase.

The memorialist further represents, that, *at the same time*, he purchased from Robert Crittenden a Spanish claim for three hundred and forty acres 28-100, which he paid for, and immediately located.

That, afterwards, he purchased from John C. Sumner ninety-seven acres 13-100, which had been located by William G. Shannon, under a Spanish claim; and from John Rogers, seventy-five acres 85-100, which was located by T. Dickinson, also under a Spanish claim, and that for these tracts he paid an adequate consideration.

The memoralist states his peculiar situation at the time, and the particular circumstances under which he made these purchases, and avers that he had reason to believe that the *Spanish claims* under which these several tracts of land were located were valid, and had been duly confirmed by a court of the United States having jurisdiction of the matter pursuant to a law of Congress; but that, subsequently, these supposed Spanish claims were proven to be spurious, the judgments of confirmation have been reversed, and the title which he had to the lands has been wholly avoided, and he has been altogether deprived of his interest therein.

Inasmuch, therefore, as he relied upon the judgments of confirmation of the original grants by the courts of the United States, and was a *bona fide* purchaser, for a valuable consideration, of the lands, or rights of location under the grants, and ignorant of any fraud in relation thereto, he seeks relief from Congress, either by a grant of patents to the same lands without charge, or by permission to enter them, at such sum, not exceeding the *minimum* price of the public lands, as, under the circumstances, shall seem just.

It satisfactorily appears to the committee, from the showing of the memorialist, and the papers in the case, that the title of the land described in the memorial was derived to him from certain *judgments* of confirmation of supposed Spanish grants rendered by the superior court of the Territory of Arkansas, sitting as a court of equity. Under the provisions of an act of Congress, passed on the 26th day of May,

1824, entitled "An act enabling the claimants to land within the limits of the State of Missouri and Territory of Arkansas, to institute proceedings to try the validity of their claims," numerous petitions were filed in the office of the clerk of the said superior court, in the month of November, 1827, in the names of different petitioners, respectively praying confirmation of certain grants of land, and orders of survey, alleged to have been made to them in different years, from 1785 to 1799, by Miro, Spanish governor general of the province of Louisiana; which said grants, by reason of the lapse of time, and of the transfer of the territory under the treaty of 1803, between the French republic and the United States, could not then be located without the intervention of the authority of the latter government. On each of these petitions, *to the number of one hundred and thirty*, a subpœna, to show cause why the grants, respectively therein mentioned, should not be confirmed, was issued to the district attorney of the United States, returnable at the term of the court then next to be holden, in December, 1827. At that term the district attorney appeared for the United States, and, protesting his utter ignorance of the matters alleged in the several petitions, and his want of opportunity, from the short notice of a few days, to be informed of the facts contained therein, and to answer the process, moved for a continuance, and time to reply thereto. The motion was *overruled*, and upon the testimony offered, *ex parte*, in support of the petitions, and applicable alike in its character to each and all of them, the court proceeded to render judgment of confirmation of all grants in the several cases, in the *names* of the petitioners respectively, against the United States.

Subsequently suspicions became excited of fraud and imposition upon the court, in the procurement of the before-mentioned judgments, by the party interested therein, and the district attorney of the United States, at the April term, 1830, of the said superior court of the Territory of Arkansas, filed *bills of review* in all the cases, founded on the allegation that the supposed grants of the Spanish governor, Miro, to the original petitioners in equity, were *forgeries* of the name of the said governor, and that the witnesses who had testified in support of those grants, and upon whose testimony, in aid thereof, the judgments of confirmation had been obtained, had committed gross and corrupt *perjuries;* and, further, that the names of the petitioners were altogether *fictitious*, there never having been such persons in existence, or if so, they had long before deceased. After a due course of proceedings upon said writs of review, the judgments of confirmation of the grants aforesaid, in each and all of the original cases, were *reversed* and *annulled* by the judgment of said court, by reason and on account of the *fraud, forgery,* and *perjury,* made manifest, and fully established as alleged. The committee do not find it necessary to go more particularly into the history of these proceedings, inasmuch as they are specially and technically set forth in an abstract of the case of Bernardo Sampeyreac and Joseph Stewart, appellants, against the United States, from the judgment of the said superior court of the Territory of Arkansas, which abstract accompanied the papers referred with the memorial to the committee, and is herewith returned; and, also, in a report of the same case adjudged in the Supreme Court of the United States upon appeal, and to be found in the seventh volume of Peters' Reports; the facts and principles involved in the final decision of that case being alike applicable to all the others, to which reference has been had, including those under which the title of the memorialist was derived.

The writs of review before mentioned, and the jurisdiction of the court therein, appear to have been sustained under and by force of a law of Congress, passed the 8th day of May, 1830, entitled "An act for further extending the powers of the judges of the superior court of the Territory of Arkansas, under the act of the 26th of May, 1824, and for other purposes." The constitutionality of the law, with its applicability to, and the effect of its provisions upon the previous judgments, were specially considered, and fully decided, upon the trial of the review in the case reported.

The memorialist, however, now claims that, notwithstanding the acknowledged *fraud* and *perjury* by which the original judgments of confirmation were obtained, and the subsequent reversal of those judgments by reason thereof, he is entitled, in *equity*, to the lands against the United States, inasmuch as he was an innocent and *bona fide* purchaser, for a valuable consideration, and relied, *at the time of his purchase*, upon the faith of the government, and the original adjudications of confirmation by a court of the United States, under the laws of Congress, to sustain his title. This position has not escaped the attentive consideration of the committee.

It appears, from the record of the case of Sampeyreac and Stewart *vs.* the United States, before referred to, that one John J. Bowie had represented all the *nominal* petitioners, in the whole number of the *one hundred and thirty* cases originally brought before the superior court of the Territory of Arkansas, and that he had committed or procured the forgery of the name of the Spanish governor, Miro, to the grants of land, and suborned the perjuries by which they had been supported. On filing the bills of review, a subpœna to answer thereto had been issued to each of the original petitioners, *not one of whom could be found;* and it was conceded, upon the trial of the review, that no such persons existed, and that Bowie was the real and only party to the proceedings. In the meantime, however, (subsequent to the judgment of confirmation of the supposed grants in the original suits, and the suing out the writs of review,) Bowie had *fabricated* grants in the name of the original supposed petitioners, conveying their rights, acquired by the judgments of confirmation, to himself, and in the whole number of cases had transferred these rights to third persons, who claimed thereupon to be admitted as parties to the bills of review, to defend their interest and title, derived, as they alleged, under a bona fide purchase from him, without suspicion of fraud, and for a valuable consideration. The court admitted these parties accordingly, and an issue was made up between the district attorney, acting for the United States, on the one hand, and the claimants, under Bowie, on the other, by which to try the effect of the original judgment of confirmation upon the rights of subsequent bona fide purchasers. To several of the cases in review, the memorialist himself, as appears by the copy of the record before the committee, thus became a party, and the claim to the lands purchased by him under the supposed Spanish grants, and for the loss of which he now asks indemnity, was, among others, submitted to the judgment of the court, and which, with the principal case of Sampeyreac and Stewart, before referred to, was involved in the final decision. In that case, it was *conceded* that Stewart, who was admitted as a party upon the review, was an *innocent and bona fide purchaser* under Bowie, yet it was held by the superior court of Arkansas, and afterwards affirmed by the Supreme Court of the United States on appeal, *first*, that the original judgment of confirmation was absolutely and in itself *null* and *void* for want of a *real* party to the process, the petitioner being a fictitious and feigned person: *second*, that, by the fraud, forgery, and perjury committed in procuring the judgment, by Bowie, and afterwards his forgery in making a conveyance to himself, a third person claiming through him, however innocent, could have no better title to the property than

Bowie himself acquired by force of such judgment and conveyance: and, *thirdly*, that, by the judgment of confirmation, even if *unreversed*, the original party to the record had but an *equity* under the statute of 1824, to be matured into a title upon the issuing of a patent for the lands located, but which was not assignable before the issuing of the patent, and, therefore, that a *bona fide* purchaser of this *equity* must take it subject to all the impeachment to which it was liable in the hands of the original claimant.

The committee find nothing in the case of the memorialist to distinguish it favorably from the right of Stewart, in the case referred to. Both placed themselves before the courts in the attitude of *bona fide* purchasers of Spanish grants, confirmed by the superior court of the Territory of Arkansas, pursuant to a law of Congress. Each, alike, although in different cases, were parties to the review of the judgments of confirmation, and are alike concluded by the final adjudication of *reversal*, in the titles which they attempt to maintain under and by force of those judgments. The highest judicial tribunal of the land has pronounced against them, that neither in *law* nor *equity* had they acquired, by the grants to them, a title to the lands against the United States, and that, by the application of known principles to the circumstances under which these purchases were made, they are not to be recognized as *bona fide* purchasers without notice. That, in taking an assignment of an *equity* under the judgments of confirmation, when the law expressly gave the *legal* title to the lands only to the patentee, they took it subject to the peril of impeachment, by a reversal of the judgments.

Upon the foregoing view of the merits of the claim of the memorialist to relief from the United States, this committee are of the opinion that his case is placed upon the same ground with that of every other of the numerous purchasers of these fabricated Spanish grants. To yield to his appeal would be to open the door to demands of an entirely novel character, and to an unforeseen extent. It would be little else than to give indemnity for misfortune to those who suffer by fraud; or, rather, to repair inadvertence, where precaution in contracts would guard against loss, by reference to the responsibility of those with whom the party deals.

But there are other circumstances, apparent from the papers submitted to the committee, which, as this application has before been the subject of examination, and may again be presented to the consideration of Congress, it may be proper at this time to state. The memorialist insists that he is a *bona fide* purchaser for a valuable consideration, without notice of the fraud. What is notice, is matter of legal inference. The law construes many facts, short of actual communication, into legal notice. In other words, circumstances which should excite suspicion, and put a prudent man upon inquiry, may amount to notice. The memorialist has filed in the case copies of several of the deeds of conveyance under which he claims to have derived his title to the lands. These deeds are so general, and yet so vague in the description, that, without the aid of parol testimony, it would be difficult, if not impossible, to determine the identity of the lands conveyed thereby, with the entries alleged to be made under the supposed Spanish grants. The quantities in the certificates of these grants and orders of survey, when compared with the deeds, appear to be greater, and the description in terms so different, as to render it uncertain, from comparison, whether they apply to the same tracts. Nor is the regular chain of conveyance from the confirmed grants made out by the exhibition of the intermediate assignments, so as to enable the committee to decide that whatever right may be supposed to have been acquired by the original petitioners in equity under the judgments of confirmation, was, before the reversal of those judgments, transferred to the memorialist. In all these respects, the case of the memorialist is defective. The appeal to Congress is substantially for indemnity for losses of property purchased under reliance upon a title derived from a judgment of a court of the United States. It would seem reasonable, at least, that the party asking relief should show that, *but for the reversal of this judgment*, his title to the property would have been complete.

The committee are led, in this equitable view of the case, to notice another circumstance. All the deeds of conveyance, save one, to the memorialist, are by indenture, and contain covenants for better assurance of the lands, by the execution and delivery of such other or further deeds or conveyances as may be necessary to convey the title to the memorialist in fee simple, *after the issuing of the patents therefor*. These covenants are proof of a recognition by the memorialist to the legal position, that his purchase was of an equity only, to be perfected into a title after the issuing of the patents by a conveyance of the lands. The memorialist must have trusted for his assurance of a legal title to these covenants, and, as it seems to the committee, might with the same propriety appeal to Congress for indemnity for the refusal of the covenanter to fulfill his engagements in making the conveyance, had that been the state of the case, as now to make good his defect of title through fraud in its origin.

There is another collateral circumstance which has fallen within the observation of the committee, having a bearing upon the claim of the memorialist to be regarded as a *bona fide* purchaser of the lands, without notice of the liability of the title to impeachment. In a paper filed in the case, purporting to come from him, and apparently in his handwriting, dated at Fort Gibson, September 22, 1831, is contained a schedule of the title deeds to the lands described in his petition. The paper is headed "a memorandum of location made on the island in township 9 north, ranges 29 and 30, at the land office in Batesville, and purchased and paid for in February, 1829, by Colonel M. Arbuckle;" and against the tract last entered in the memorandum is the following note: "Purchased for a price of more than three dollars per acre; the money not paid in consequence of there being a doubt, at the time of the purchase, whether this claim would be subject to review." Here is a distinct and explicit admission, (unless the note can be explained in a manner repugnant to the language,) that the memorialist, at the time of his purchase at Batesville, apprehended that the title to the lands supposed to be acquired by the judgments of confirmation were liable to impeachment by a review of those judgments, and in one instance, at least, he took care to protect himself, by withholding the payment of the consideration. In other instances, with like precaution, he may have looked to the covenants for his security. But whether this be so or otherwise, cannot be material to the point of notice, if he was apprised of the hazard which he took by the purchase.

In respect to seventy-five acres and $\frac{83}{100}$ of land, represented by the memorialist to have been purchased by him of John Rogers, the copy of the deed filed in the case as evidence, purports a conveyance from John Rogers and wife of several tracts of land, one of which is of the quantity before mentioned. It happens, however, unfortunately for the memorialist, if the deed applies at all to the tract described in his memorial, that its date is the 26th of December, 1832, more than two years subsequent to the reversal of the judgment of confirmation under which he derives his title. There would seem, therefore, no foundation for the assumption that confidence in the original judgment of the court had betrayed him into a reliance upon the validity of this grant.

No evidence whatever of a conveyance from Robert Crittenden of the tract alleged to have been purchased of him is found in the case.

Upon the whole, the committee are of the opinion, as well from what appears in the papers submitted to them, as from the default of the memorialist to show an equitable claim against the United States in the judicial proceedings which have been had touching the title to the lands, that he is not entitled to the relief which he seeks. They therefore submit the following resolution:

Resolved, That the prayer of the petition of Matthew Arbuckle ought not to be granted.

To the Senate and House of Representatives of the United States:

The memorial of Matthew Arbuckle humbly showeth: That on the 14th day of February, 1829, he purchased, in the then Lawrence land district, Arkansas Territory, in township 9 north, and ranges 29 and 30 west, the following tracts of land, viz:

Eight hundred and forty-five acres $\frac{69}{100}$ from Charles Kelly; three hundred and twenty-one acres $\frac{40}{100}$ from John Ringgold; two hundred and sixty acres $\frac{32}{100}$ from John McLaughlin; and one hundred and ninety-four acres $\frac{68}{100}$ from William Hull.

Your memorialist states that all these tracts of land were entered by Spanish claims, which had been confirmed by the land court of the Arkansas Territory at the time he purchased the same. That for the land he purchased from Charles Kelly and John Ringgold, he paid $\$1.18\frac{3}{4}$ per acre; and for the land purchased from John McLaughlin and William Hull, he paid $1.50 per acre. The whole purchase amounting to $40.80 more than the minimum price of public land; the whole of the money having been paid at the time of the purchase.

Your memorialist further states that at the same time he purchased from Robert Crittenden, a Spanish claim for four hundred arpens, or three hundred and forty acres $\frac{28}{100}$ and paid him $1 per acre, and immediately located the said claim.

Your memorialist afterwards purchased from John C. Sumner ninety-seven acres $\frac{13}{100}$ of land, at the price of upwards of $3 per acre, which had been located by William G. Shannon by a Spanish claim. And your memorialist also purchased from John Rogers, seventy-five acres $\frac{85}{100}$ of land, which was located by T. Dickinson, by a Spanish claim, and for which your memorialist paid upwards of $5 per acre.

Your memorialist avers that when he made the purchases of the land and claim at Batesville, on the 17th of February, 1829, he was on his way from Fort Gibson to Jefferson barracks, in Missouri, on public duty; and as his engagements allowed him but little intercourse with the citizens of Arkansas Territory, he inquired particularly if there was any doubt of the validity of the Spanish claims by which these lands were held, and was assured there was none; that patents had been issued upon some of them; and it was not until the bill of review had been applied for, or granted, in the fall of 1829, that he had reason to apprehend that some of the claims passed by the land court were of a spurious character: and it was shortly after this that your memorialist was informed that most of the claims passed by the said land court had been presented by an individual called Bowie, as claims he had purchased in Louisiana. Until this time, your memorialist had supposed that each claimant had appeared before the court, and proved his claim.

And your memorialist avers that, in the transaction of the 17th of February, 1829, he was a fair and innocent purchaser of the lands and Spanish claim for a valuable consideration.

And in the purchase of the lands from Rogers and Sumner at a subsequent period, although the bill of review of such claims had been granted, still your memorialist, from the most respectable authority, was advised that the individuals for whose benefit those tracts had been located, were as much entitled to relief from the government as any that held lands by virtue of Spanish claims. It appears, however, that by an adjudication since made upon the bill of review, all these Spanish claims derived from Bowie have been set aside as spurious, by which your memorialist has been subject to the loss of all the beforementioned land, and his improvements thereon, except one hundred and three acres $\frac{3}{100}$ of the land purchased from Charles Kelly, which it appears was covered by a good claim granted to Terrance and Mary Farrelly.

Under all these circumstances, your memorialist conceives that, in equity and justice, he and those from whom he purchased lands are entitled to relief.

The land was purchased under the sanction of a decision of the United States court expressly charged with the examination of land claims in the Territory of Arkansas; and as they and your memorialist have once paid a valuable consideration for these claims, it would seem that we ought not to be subjected to the total loss of our money; but that patents should be granted for the land referred to, without further charge, as it is well understood that there is no prospect of obtaining a cent from Bowie, who committed the fraud.

If Congress should not deem it expedient to comply with this reasonable proposition, then your memorialist considers it but common justice that himself and those from whom he purchased should have the privilege of entering and locating the several tracts of land referred to, and now held by your memorialist, for such sum, not exceeding the minimum price of public lands, as may be deemed just: provided these entries and locations shall be made within twelve months after the passage of a law for that purpose.

With these observations, your memorialist submits his case to the wisdom of Congress, in confidence that justice will be done him.

And your memorialist, as in duty bound, will ever pray, &c.

M. ARBUCKLE.

FORT GIBSON, *November* 6, 1833.

A memorandum of locations made on the island in township nine north, ranges twenty-nine and thirty, at the land office in Batesville, and purchased and paid for in February, 1829, by Colonel M. Arbuckle.

Names of locators.	Under whom located.	Description of tracts.	Sec.	T.	R.	Acres.	Remarks.
William Hull.....	Elixie De Clouet ...	N. E. quarter.....	25,	9 N.	30 W.	160.00	
		S. E. fractional quarter....	24,	9 N.	30 W.	34.68	
						194.68	Paid $1.50 per acre.
Charles Kelly	Miguel Labranche..	S. half.	29,	9 N.	30 W.	320.00	
		E. half N. E. quarter.....	36,	9 N.	30 W.	80.00	
		S. E. fractional quarter....	35,	9 N.	30 W.	50.84	
						450.84	Paid $1.18¾ per acre.
Charles Kelly	Jaques Thebadoux..	N. E. fractional quarter ...	35,	9 N.	30 W.	105.43	Paid $1.18¾ per acre.
John McLaughlin....	Jose Curino	W. half N. E. quarter.....	36,	9 N.	30 W.	80.00	
		E. half N. W. quarter	36,	9 N.	30 W.	80.00	
		S. W. fractional quarter...	36,	9 N.	30 W.	100.37	
						260.37	Paid $1.50 per acre.
John Ringgold.....	Andre Martin	E. half N. W. quarter.....	30,	9 N.	29 W.	80.00	
		Fractional section	26,	9 N.	30 W.	79.00	
		W. fr. part of E. fr. half ..	30,	9 N.	29 W.	74.65	
		W. fr. part of N. W. fr. qr.	31,	9 N.	29 W.	87.75	
						321.40	Paid $1.18¾ per acre.
Charles Kelly	Jaques Troudeau ...	W. half of S. W. fr. qr.....	30,	9 N.	29 W.	80.00	Paid $1.18¾ per acre.
Charles Kelly	Torrance and Mary Farrelly	E. fr. part of S. W. fr. qr..	30,	9 N.	29 W.	101.03	Paid $1.18¾ per acre.
Charles Kelly	Auguste Duplessis..	W. fr. half of N. W. fr. qr.	30,	9 N.	29 W.	106.36	Paid $1.18¾ per acre.
Matthew Arbuckle...	James Anderson....	S. E. fractional quarter	36,	9 N.	30 W.	114.24	
		N. W. fractional quarter...	25,	9 N.	30 W.	106.68	
		S. E. fractional quarter....	19,	9 N.	29 W.	40.71	
		S. W. fractional quarter ...	19,	9 N.	29 W.	80.20	
						341.83	Paid for this claim $1 per acre.
W. G. Shannon.....	Juan Duberg.....	S. W. fractional quarter ...	31,	9 N.	29 W.	97.13	Purchased for a price of more than $3 per acre; the money not paid in consequence of there being a doubt, at the time of purchase, whether this claim would be subject to review.

CANTONMENT GIBSON, *September* 22, 1831.

SIR: The foregoing will inform you of the lands I purchased at Batesville, in February, 1829, and the price paid for them, (at the time of purchase,) except the land held by the claim of Duberg, as well as of the claim of James Anderson, which was purchased and paid for at the same time and place. All of the claims by which the lands are held, except that of Torrance and Mary Farrelly, I am informed, are regarded of spurious character.

The above exhibit, it is believed, will be found to accord with my answer before the land court at Little Rock, and, if so certified by the clerk of that court, it is presumed will furnish sufficient evidence, or all the evidence necessary to present these claims to the consideration of Congress at its next session, so far as I am interested; yet I doubt not that you will, before your departure from the territory, obtain a transcript from the records of the land court, in all cases where it may appear that lands are held by claims of the character referred to, by innocent purchasers, or where a valuable consideration has been paid for lands, or claims so purchased, as it is believed that the time has nearly arrived when it must and ought to be finally determined whether the government or the innocent purchasers are to suffer the loss, admitting the claims to be of the fraudulent character attributed to them. The land I purchased under the claim of Juan Duberg has not been paid for; the reason for the delay of payment is given.

Very respectfully, your obedient servant,

M. ARBUCKLE.

To the Hon. A. H. SEVIER, *Member of Congress, Little Rock, A. T.*

A memorandum of locations made on the island in township nine north, ranges twenty-nine and thirty, at the land office in Batesville.

Name of locator.	Under whom located.	Description of tracts.	Acres.
		Sec. T. R.	
William Hull	Elixie de Clouet	N. E. quarter ... 25, 9 N. 30 W.	160.00
		S. E. fractional quarter ... 24, 9 N. 30 W.	34 68
Charles Kelly	Miguel Labranche	S. half ... 25, 9 N. 30 W.	320.00
		E. half N. E. quarter ... 36, 9 N. 30 W.	80.00
		S. E. fractional quarter ... 35, 9 N. 30 W.	50.84
Charles Kelly	Jaques Thebadoux	N. E. fractional quarter ... 35, 9 N. 30 W.	105.43
John McLaughlin	Jose Curino	W. half N. E. quarter ... 36, 9 N. 30 W.	80.00
		E. half N. W. quarter ... 36, 9 N. 30 W.	80.00
		S. W. fractional quarter ... 36, 9 N. 30 W.	100.37
John Ringgold	Andre Martin	E. half N. W. quarter ... 30, 9 N. 29 W.	80.00
		Fractional section ... 26, 9 N. 30 W.	79.00
		W. fractional part of E. fractional half ... 30, 9 N. 29 W.	74.65
		W. fractional part of N. W. fractional quarter. 31, 9 N. 29 W.	87.75
Charles Kelly	Jaques Trondeau	W. half of S. W. fractional quarter ... 30, 9 N. 29 W.	80.00
Charles Kelly	Torrance and Mary Farrelly	E. fractional part of S. W. fractional quarter. 30, 9 N. 29 W.	101.03
Charles Kelly	Auguste Duplessis	W. fractional half N. W. fractional quarter... 30, 9 N. 29 W.	106.36
Matthew Arbuckle	James Anderson	S. E. fractional quarter ... 36, 9 N. 30 W.	114.24
		N. W. fractional quarter ... 25, 9 N. 30 W.	106.68
		S. E. fractional quarter ... 19, 9 N. 29 W.	40.71
		S. W. fractional quarter ... 19, 9 N. 20 W.	80.20
			1,961.94

A copy from the entry book, *December*, 1829.

H. BOSWELL, *Register.*

I wrote to Colonel Boswell as soon as I heard that some of the Spanish claims passed by the land court of Arkansas were regarded as spurious, and that it was probable they would be again brought before that court on a bill of review, and requested him to inform me if the Spanish claims by which the land I had purchased at Batesville, on the 17th February, 1829, had been located; and the foregoing is his statement on this subject. In the deeds to me from Charles Kelly, I notice two errors: First, one of the tracts purchased of him, of eighty acres, is described as the S. W. fractional $\frac{1}{4}$ section 30, township 9 N., range 29 W., ought to have been the W. $\frac{1}{2}$ S. W. fractional $\frac{1}{4}$ section 30, township 9 N., range 29 W. It also appears that the tract he sold me, containing $101\frac{3}{100}$ acres, was altogether omitted in the deed; and this will appear obvious from a calculation of the number of acres I purchased of Mr. Kelly. The last tract is located by Farrelly's claim, which, I am informed, is good; and that all the other tracts that I purchased, which are located by Spanish claims, have been set aside on bill of review. The tract purchased of John C. Sumner, to wit, the S. W. fractional $\frac{1}{4}$ section 31, township 9 N., range 29 W., containing $97\frac{13}{100}$ acres, was located by William G. Shannon, or Richard Searcy, deceased, under the claim of Juan Duberg, and the east fractional part of the N. E. fractional $\frac{1}{4}$ section 30, township 9 N., range 29 W., containing $75\frac{83}{100}$ acres, was located by Colonel Townsend Dickinson, and by deed transferred from him to James Wilson, and by said Wilson to John Rogers, of whom I purchased. By an examination at the General Land Office, I presume, it will be readily ascertained under whose Spanish claim this tract was located.

This is accompanied by certified copies of the deeds I received from Charles Kelly, John Ringgold, William Hull, John McLaughlin, John Rogers, and John C. Sumner, which deeds were drawn up by an attorney employed by me, and I supposed it was done in the best legal manner, being unacquainted with papers of this character. At the same time, I had no doubt of the validity of these claims, nor did I hear anything to the prejudice of them for seven or eight months after I became the purchaser of lands at Batesville.

M. ARBUCKLE.

Fort Gibson, *March* 7, 1834.

This indenture, made and entered into this the twenty-fourth day of December, in the year of our Lord eighteen hundred and thirty-two, between John Rogers, and Mary Rogers, his wife, of the county of Crawford, and Territory of Arkansas, of the first part, and Matthew Arbuckle, colonel commandant of the United States troops stationed at Fort Gibson, of the second part, witnesseth, that the said John Rogers, and Mary, his wife, of the first part, have this day, for and in consideration of the sum of two thousand seven hundred dollars, lawful money of the United States, to them, the aforesaid John Rogers, and Mary, his wife, in hand paid by the aforesaid Matthew Arbuckle, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and do by these presents bargain and sell, and convey unto the said Matthew Arbuckle, or unto his heirs and assigns, forever, the following described tracts or parcels of land, to wit: The southeast fractional quarter of section thirty, in township number nine north, and range number twenty-nine west, containing one hundred and forty acres and eight hundredths of an acre; also, the east fractional part of the northeast fractional quarter of section number thirty, in township number nine north, and range number twenty-nine west, containing seventy-five acres and eighty-three hundredths of an acre; also, the northwest fractional quarter of section number thirty-one, in township number nine north, and range number twenty-nine west, containing eighty-four acres

and thirty-seven hundredths of an acre; and, also, the west half of the northeast quarter of section number thirty-one, in township number nine north, and range number twenty-nine west, containing eighty acres: to have and to hold the above described tracts or parcels of land as heretofore described, together with all and singular the rights and appurtenances thereunto belonging, or in any manner appertaining, to the said Matthew Arbuckle, his heirs or assigns, forever, hereby warranting and forever defending the title to the above described tracts or parcels of land from myself and all others whomsoever.

In testimony whereof, the aforesaid John Rogers, and Mary, his wife, have hereunto set their hands, and affixed their seals, the day and date first above written.

JOHN ROGERS. [SEAL.]

her
MARY × ROGERS. [SEAL.]
mark.

Signed, sealed, and delivered, in the presence of
GEO. VASHON.
A. MCLEAN.

This indenture, made and executed this seventeenth day of February, in the year of our Lord one thousand eight hundred and twenty-nine, between William Hull, of the county of Crawford, and Territory of Arkansas, of the one part, and Matthew Arbuckle, of the same place, of the second part, witnesseth, that the said William Hull, for and in consideration of the sum of two hundred and ninety-two dollars and two cents, to him in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Matthew Arbuckle, his heirs or assigns, two certain tracts, pieces, or parcels of land, situate, lying, and being in said county and Territory, and known and described as follows, to wit: The northeast quarter of section twenty-five, of township nine north, in range thirty west, containing one hundred and sixty acres; also, the southeast fractional quarter of section twenty-four, in same township and range, containing thirty-four acres and sixty-eight hundredths of an acre, (which said described lands were entered by said William Hull, in the Lawrence land district, of said Territory, under a certain confirmed Spanish claim:) to have and to hold the above described tracts, pieces, or parcels of land, to him, said Matthew Arbuckle, his heirs and assigns, forever. And the said William Hull hereby covenants and binds himself, his heirs, executors, and administrators, that he will make, execute, and deliver unto him, said Matthew Arbuckle, his heirs or assigns, such other or further deeds or conveyances as may be necessary to complete the title of him, said Matthew Arbuckle, his heirs or assigns, in fee simple, of, in, and to the above described tracts, pieces, or parcels, whenever required so to do after the issuing of the patent therefor.

In testimony whereof, the said William Hull hath hereunto set his hand and seal, on the day and year aforesaid.

WILLIAM HULL. [SEAL.]

Sealed and delivered in presence of
JOHN REDMAN.
TOWNSEND DICKINSON.

This indenture, made and executed this seventeenth day of February, in the year of our Lord one thousand eight hundred and twenty-nine, between Charles Kelly, of the county of Independence, and Territory of Arkansas, of the one part, and Matthew Arbuckle, of the county of Crawford, and Territory aforesaid, of the other part, witnesseth, that the said Charles Kelly, for and in consideration of the sum of one thousand and four dollars and sixty-one cents, to him in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto said Matthew Arbuckle, his heirs and assigns, all those certain several tracts, pieces or parcels of land entered by said Charles Kelly, in the land office of Lawrence district, and known and described as follows, to wit: The west fractional half of the northwest fractional quarter of section thirty, the southwest fractional quarter of same section, all in township nine north, in range twenty-nine west; also the south half of section twenty-five; also the east half of the northeast quarter of section thirty-six; also the east fractional half of section thirty-five; all in township nine north, in range thirty west, containing, in the whole, eight hundred and forty-five acres and sixty-nine hundredths of an acre, lying and being in said county of Crawford and Territory aforesaid; to have and to hold the above several described tracts of land to him, said Matthew Arbuckle, his heirs and assigns forever. And the said Charles Kelly doth hereby covenant and bind himself, his heirs, executors, and administrators, that he will make unto said Matthew Arbuckle, his heirs and assigns, a good and sufficient deed, in fee simple, of, in and to the above described tracts, pieces, or parcels of land, whenever required so to do, after the issuing of the patent or patents therefor.

In testimony whereof, the said Charles Kelly hath hereunto set his hand and seal, on the day and year first above written.

CHARLES KELLY. [SEAL.]

Signed and delivered in presence of
T. DICKINSON.
JOHN NICKS.

This indenture, made and entered into this seventeenth day of February, in the year of our Lord one thousand eight hundred and twenty-nine, between John Ringgold, of the county of Independence, and Territory of Arkansas, of the first part, and Matthew Arbuckle, of the second part, witnesseth, that the

said John Ringgold, for and in consideration of the sum of three hundred and eighty-two dollars, to him in hand paid, the receipt whereof I hereby acknowledge, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Matthew Arbuckle, his heirs and assigns, all those several pieces and parcels of land, situate and lying in said county of Crawford, known and described as follows, to wit: The east half of the northwest quarter section thirty, in township nine north, range twenty-nine west; the west fractional part of the east fractional half (west of Sloo) section thirty, township nine north, and range twenty-nine west; the west fractional part of the northwest fractional quarter of section thirty-one, township nine north, range twenty-nine west; and the fractional section twenty-six, township nine north, and range thirty west, containing, in the whole, three hundred and twenty-one acres and forty hundredths: to have and to hold the same described tracts or parcels of land, to him the said Matthew Arbuckle, his heirs and assigns forever. And the said John Ringgold covenants and binds himself, his heirs and assigns, to make, execute and deliver unto the said Arbuckle, his heirs or assigns, such other or further deeds or conveyance as may be necessary to complete the title of him, the said Arbuckle, his heirs or assigns, of, in, and to the same, when required, so soon as the issuing of the patent thereof.

In testimony whereof, the said John Ringgold hath set his hand and seal, on the day and year above mentioned.

J. RINGGOLD. [SEAL.]

Signed, sealed, and delivered in the presence of
JOHN REDMAN.
G. C. PICKETT.

This indenture, made and executed this seventeenth day of February, in the year of our Lord one thousand eight hundred and twenty-nine, between John McLaughlin, of the county of Crawford, and Territory of Arkansas, of the one part, and Matthew Arbuckle, of the same place, of the second part, witnesseth, that the said John McLaughlin, for and in consideration of the sum of three hundred and ninety dollars and forty-eight cents, to him in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto said Matthew Arbuckle, his heirs and assigns, all those certain several tracts, pieces or parcels, situate, lying and being in said county and Territory, and known and described as the west half of the northeast quarter, and the east half of the northwest quarter of section thirty-six, in township nine north, of range thirty west, containing one hundred and sixty acres; also the southwest fractional quarter of the same section, in same township and range, containing one hundred acres and thirty two hundredths of an acre, (which said several tracts of land were entered by me and in my name, in the land office of the Lawrence land district, in said Territory, under a Spanish confirmed claim:) to have and to hold the above described tracts, pieces, or parcels of land, to him, said Matthew Arbuckle, his heirs and assigns forever. And the said John McLaughlin doth hereby covenant and bind himself, his heirs, executors and administrators, that he will make such other or further deed, or further conveyance, as may be necessary to complete and perfect the title of him, said Matthew Arbuckle, his heirs and assigns, of, in, and to, the described tracts of land, and every part and parcel thereof, so soon after the issuing of the patent therefor as may be required.

JOHN McLAUGHLIN. [SEAL.]

Sealed and delivered in the presence of
T. DICKINSON.
J. RINGGOLD.

This indenture, made and executed this fourteenth day of December, in the year of our Lord one thousand eight hundred and twenty-nine, between John C. Sumner, of the county of Crawford, and Territory of Arkansas, of the one part, and Matthew Arbuckle, of the same place, of the second part, witnesseth, that the said John C. Sumner, for and in consideration of the sum of four hundred and fifty dollars, to him in hand paid, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto said Matthew Arbuckle, his heirs and assigns, all those certain several tracts, pieces, or parcels, situate, lying, and being in said county and Territory, and known and described as the south fractional part of the southeast fractional fourth (south of the Sloo) of section thirty-six, in township nine north, and range thirty west, containing twenty-eight acres and thirty-nine hundredths of an acre; also, the west fractional half of the southwest fractional fourth of section thirty-one, of township nine north, in range twenty-nine west, containing ninety-seven acres and thirteen hundredths of an acre: to have and to hold the above described tracts, pieces, or parcels of land, to him, said Matthew Arbuckle, his heirs and assigns forever. And the said John C. Sumner doth hereby covenant and bind himself, his heirs, executors, and administrators, that he will make such other or further deed, or further conveyance, as may be necessary to complete and perfect the title of him, said Matthew Arbuckle, his heirs and assigns, of, in, and to the above described tract of land, and every part and parcel thereof, so soon after issuing of the patents therefor as may be required.

In testimony whereof, the said John C. Sumner hath hereunto set his hand and seal, on the day and year first above written.

JOHN C. SUMNER. [SEAL.]

Signed and delivered in presence of
JOHN ROGERS.
C. B. WILLINGHAM.

23D CONGRESS.] No. 1330. [2D SESSION.

APPLICATION OF ILLINOIS FOR PERMISSION TO TAX LANDS SOLD BY THE UNITED STATES IN HER LIMITS FROM THE TIME OF SALE.

COMMUNICATED TO THE SENATE FEBRUARY 25, 1835.

Resolved by the senate and the house of representatives of the State of Illinois, That our senators and representatives in Congress be requested to use their influence to procure the consent of the Congress of the United States to rescind so much of the compact between this State and the United States as prohibits this State from taxing land sold in it by the United States for five years from and after the time of such sale.

JAMES SEMPLE, *Speaker of the House of Representatives.*
A. M. JENKINS, *Speaker of the Senate.*

23D CONGRESS.] No. 1331. [2D SESSION.

APPLICATION OF INDIANA FOR A GRANT OF LAND FOR A CANAL IN THE VALLEY OF THE WHITE RIVER.

COMMUNICATED TO THE SENATE FEBRUARY 25, 1835.

A MEMORIAL AND JOINT RESOLUTION to the Congress of the United States.

To the Senate and House of Representatives in Congress assembled:

Your memorialists, the general assembly of the State of Indiana,

RESPECTFULLY REPRESENT:

That a canal, connecting the Wabash and Erie canal with the valley of White river, at some eligible point north of Indianapolis, and thence down said White river to its junction with the Wabash, or to some eligible point on the Ohio river, would, in the opinion of your memorialists, be of common importance to the people of the United States, as well as those of Indiana, as well for national as local purposes, and as well to facilitate commerce as to provide for the national defence; and would, therefore, beg leave to call the attention of the national authorities to the expediency of appropriating a suitable portion of the public lands in this State to the construction of the same. Arguments to prove the advantages of internal improvements such as here contemplated to the general government, as well as to this State, are deemed unnecessary in addressing your enlightened body, on a subject so well understood by the American people as the one under consideration. In adverting to the public lands within the limits of the State as a source of means to aid internal improvements now, as formerly, the general assembly must strenuously contend that the principles of State equality, plainly recognized in the Constitution of the United States, present to us high and reasonable ground to occupy, in soliciting the application of a considerable portion of them to uses in which there must be a mutual participation of advantages on the part of the whole confederacy, as well as on ours. In presenting the present work to the view of Congress, it is only necessary to look at the map of the State, and the course of rivers, to be forcibly struck with the conviction that the general government must, in the event of its completion, be a large participator in the benefits resulting from the construction of such a canal in peace, and more especially in war. It will constitute a lateral arm of the great Wabash and Erie canal, reaching south as far as the seat of government in Indiana, or further, and penetrating a rich and flourishing country, to at least the great thoroughfare of the nation designed for the march of armies, as well as the advancement of commerce. As therefore, we consider this as but a continuation of the Wabash and Erie canal, and intended to enlarge its benefits and profits both to the State and nation, we are induced to pray your honorable body to place this work on the same footing, as to the amount of land to be granted, as the said Wabash and Erie canal, except that we may for this object, owing to the quantity of land sold on its contemplated route, be compelled to receive a quantity of land elsewhere than contiguous to the line of the canal, in such cases when it cannot be purchased in the immediate vicinity on either side.

Resolved, by the general assembly of the State of Indiana, That our senators in Congress be, and they are hereby instructed, and our representatives earnestly requested to use every becoming exertion to obtain of the Senate and House of Representatives of the United States in Congress assembled, an appropriation of land equal to five sections to each mile of canal, to be selected as in the foregoing memorial contemplated, to aid in the construction of the aforesaid canal.

Resolved, That his excellency the governor be requested to transmit a copy of the foregoing memorial and joint resolution to each of our senators and representatives in Congress as speedily as possible.

JAMES GREGORY, *Speaker of the House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved February 7th, 1835.
N. NOBLE.

23D CONGRESS.] No 1332. [2D SESSION.

APPLICATION OF INDIANA FOR PERMISSION TO PURCHASE CERTAIN LANDS IN THAT STATE AT REDUCED PRICES.

COMMUNICATED TO THE SENATE FEBRUARY 25, 1835.

To the Senate and House of Representatives of the United States, in Congress assembled:

The memorial of the general assembly of the State of Indiana respectfully represents, That there is a large tract of land that belongs to the United States that lies in this State, between Munceytown, in Delaware county, and Michigan city, in Laporte county; and that a part of this land has been in market for eleven years, and remains unsold, and of no use to the United States; and that it is, most of it, so remote from navigable streams that would enable the agriculturist to convey his produce to a market, that there is but little inducement for emigrants to settle in this region of country. And as it is the interest and correct policy of the State to encourage the settlement of her whole territory with an industrious and enterprising agricultural people, and it would be a great inducement to the immediate settlement of the country, and afford great facilities to the citizens of this State, by the construction of a railroad or canal from Munceytown to Fort Wayne, and from thence to Michigan city; and as, by the construction of said road, it would at once enhance the value of said lands through which said road or canal would pass, and those lying contiguous thereto, to an amount, as is believed, sufficient to defray the expense of constructing said road or canal, which would be alike advantageous to the United States and this State: Therefore,

Resolved, That our senators in Congress be instructed, and our representatives requested to use their exertions to procure the passage of a law giving Indiana the right to purchase, by an agent she may appoint for that purpose, of the Commissioner of the General Land Office, on a credit of not less than five years, and at a price not to exceed fifty cents per acre, a strip of land ten miles in width, from Munceytown, in Delaware county, to Fort Wayne, in Allen county, and from thence to Michigan city, in Laporte county: the proceeds of the sales of said lands, after paying the cost, to be applied to the construction of a railroad or canal on said route.

Resolved, That his excellency the governor be requested to forward copies of the foregoing memorial and resolution to each of our senators and representatives in Congress.

JAMES GREGORY, *Speaker of the House of Representatives.*
DAVID WALLACE, *President of the Senate.*

Approved February 7, 1835.
N. NOBLE.

23D CONGRESS.] No. 1333. [2D SESSION.

LAND CLAIMS IN THE VINCENNES LAND DISTRICT IN INDIANA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 24, 1835.

TREASURY DEPARTMENT, *February* 23, 1835.

SIR: In obedience to a resolution adopted by the House of Representatives on the 11th December last, calling for certain information in relation to land claims in the Vincennes land district in the State of Indiana, I have the honor herewith to transmit to the House of Representatives a report from the Commissioner of the General Land Office, and the documents accompanying that report.

The cause of the delay in replying to this call of the House will be perceived from the accompanying letters, marked X, Y, and Z.

I am, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN BELL, *Speaker of the House of Representatives.*

X.

HOUSE OF REPRESENTATIVES, *February* 16, 1835.

SIR: Some weeks ago a resolution was adopted in this House requiring certain information in relation to land claims in the Vincennes land district, Indiana, particularly specified therein; I beg leave to inquire at what period an answer may be expected?

I have the honor to be, very respectfully, your obedient servant,

JNO. EWING.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

Y.

TREASURY DEPARTMENT, *February* 17, 1835.

SIR: In reply to your letter of yesterday, I have the honor to inform you that the resolution which you mention as having passed the House of Representatives, in relation to land claims in the Vincennes land district, has never been received at this department or it would have been attended to. I have caused an examination to be made of the printed journal of the House, and have referred this day a copy of the resolution, taken therefrom, to the Commissioner of the General Land Office, whose report, when received, shall be transmitted to the House of Representatives.

I am, very respectfully, your obedient servant,

LEVI WOODBURY, *Secretary of the Treasury.*

Hon. JOHN EWING, *House of Representatives.*

Z.

GENERAL LAND OFFICE, *February* 17, 1835.

SIR: I have the honor to return the letter of Mr. Ewing, referred by you to this office, and to state that no resolution of the House of Representatives, of the character mentioned by him, has been received at this office during the present session.

With great respect, sir, your obedient servant, ELIJAH HAYWARD.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

GENERAL LAND OFFICE, *February* 21, 1835.

SIR: The resolution of the House of Representatives which appears by their printed journal to have been passed on the 11th of December last, by which the Secretary of the Treasury is directed "to transmit, or cause to be transmitted, to this House, a list of all such land claims heretofore noted by, or presented to, the commissioners authorized to receive and adjust the same, as may have been decided unfavorably, or the decision thereupon suspended, or favorably decided, and not yet satisfied, in the Vincennes land district, with the foundation of the claims, and the decisions in brief, and such documents in relation to the subject-matter as he may control and deem proper;" having been referred by you to this office on the 17th instant, I have the honor to state, that, as it is not now practicable to have the particular lists and decisions, referred to in the resolution, copied in time for any action thereon by Congress at their present session, in case such action is desired, I have the honor to transmit, herewith, a bound volume, containing copies of the reports made by the commissioners at Vincennes, upon claims to land, and beg leave to refer to the following documents in that volume as furnishing all the information, so far as is known to this office, required by the resolution, viz:

In the report of the commissioners dated 25th March, 1806, under the act of the 26th March, 1804.

Document E, "a report on land claims rejected on their merits."

Document F, "claims rejected for want of evidence."

Document G, "cases not embraced by any act of Congress," with the exception of "No. 3," being claims to the "upper prairie," which is confirmed by the 3d section of the act of the 3d March, 1807.

Document H, "special cases," with the exception of the claim of "Angelique Racine, as heir to her father François."

It is proper to state that in a letter from the commissioners at Vincennes, dated the 27th November, 1806, purporting to transmit certain papers, it is said that "the paper entitled supplement E, contains certain rejections made since our report of March 25, 1806," and that "the paper entitled supplement to No. 1, of document H, contains a further illustration of the case of Henry Vanderburg, Esq.," but that those papers are not to be found on the files of this office.

In the report of the commissioners, dated 27th May, 1812, under the act of the 30th April, 1810, viz:

Document A, "claims not embraced by the act of 30th April."

Document B, "claims in support of which no evidence has been produced."

Document C, "claims heretofore exhibited to the former commissioners, &c.

Document F, "claims which have been rejected on their merits."

As the volume now transmitted should be preserved among the files of this office, it being the only copy in this office of those reports, I must beg leave to request that it may be returned, so soon as it may not be needed for the purpose of legislation.

I am, very respectfully, sir, your obedient servant,

ELIJAH HAYWARD.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

COMMISSIONERS' OFFICE, *Vincennes, March* 25, 1806.

SIR: The commissioners for examining claims to land in the district of Vincennes, in pursuance of the act of Congress of 26th March, 1804, entitled "An act making provision for the disposal of the public land, in the Indiana Territory, and for other purposes," beg leave to report:

That they have arranged the said claims under the three following heads.

1st. Those which have been decided on and confirmed by the governors.

2d. Those which have not been decided on by the governors.

3d. Those which are not embraced by any act of Congress.

The first class is again subdivided into: 1. Claims founded under ancient grants or possessions, under the French or British governments; 2. Claims founded on supposed grants, from the courts; 3. To the donations of 400 acres, as heads of families, on or before the year 1783; 4. Claims to the donation of 100 acres, as militia men, enrolled in the militia on the first day of August, 1790, and had done militia duty.

The powers of the governors to confirm or to grant lands being vested in them by law, the commissioners have accordingly considered their grants, or confirmations, except in one solitary instance, explained in document H, No. 1, where the grant appears to have been surreptitiously obtained, and sufficient evidence of title.

In the confirmations made by the governors, it has not always been practicable to distinguish those founded upon French or British grants, and possessions, from those made in virtue of court deeds, and improvements; the commissioners, therefore, have been obliged to consolidate the claims of the first and second class, under one head, in document marked A, which contains the names of the original claimants, the quantity confirmed to each, and the names of those who have entered their claims thereto with the register, as assignees or otherwise.

The document marked B contains: 1st. The names of those heads of families who were entitled to the donation of 400 acres, to whom or to whose assignees the same are respectively granted by the governors; 2d. The number of the tract allotted to each; 3d. The names of the present claimants.

The first column of document marked C contains the names of the militia men, originally entitled to the donation of one hundred acres; the figures in the second column denote the number of the tract allotted to each in the general militia donation on the south side of White river; and where there are no such figures, the different donees have, by permission of the governors, had their respective tracts surveyed or located on their improvements; and the third column contains the names of the present claimants.

The second class admits of a similar subdivision.

Document D contains a list of the confirmations made by the commissioners, exhibiting under the different columns the names of the persons originally entitled, the quantity claimed, the present claimants, the quantity confirmed, and the names of those to whom confirmed.

Document E contains the rejected claims, the substance of the evidence adduced in their support, together with the commissioners' remarks thereon.

Document F is a list of claims, in support of which no evidence has been exhibited, and have consequently been rejected.

To the third class belong claims founded upon Indian purchases, and unusual grants made by the court.

Document G contains those species of claims, observations thereon, and rejections of the same.

Document H contains special cases.

Document I is a plat as well of the tracts confirmed by the governors in the upper prairie, with the continuation thereof, claimed under purchases from Indians, as of the 150 acres granted by the act of March 3d, 1791, to the several persons then in possession thereof.

The commissioners beg leave to observe, that from about the end of the year 1785, until about two years after the treaty of Greenville, the country about Vincennes, completely surrounded by hostile Indian tribes, and cut off from every means of relief, was placed in a situation highly dangerous; that the attempts to form settlements and make improvements were faint, hazardous, and most generally frustrated; they are therefore sensible, that, bound as they were by the act of 1791, to confirm no claim of that description except such as had been actually improved and cultivated, their decisions made conformable to that principle must be severe and bear hard upon numbers of individuals, who have remained ever since in the country, and have yielded only to the imperious necessity either of exposing themselves to savage barbarity, or of abandoning their lands, which they could neither cultivate nor defend. To these observations it may be added that even when cultivation has been proved, it was not, in most cases that have come before them, of such a nature as to bring them strictly within the full meaning of *actual improvement* and cultivation, by which Congress seems to have meant the necessary work to support a family; this, under the circumstances above related, but very few were able to do. Consequently, the line of distinction between improvements attended with or without cultivation, is too minute to distinguish them from each other in as satisfactory a manner as could be wished.

The improvements and cultivation made on those few spots where forts or stations had been erected, and where the harassed inhabitants were obliged to take shelter, are almost the only ones that can come within the full meaning of the act: thus, besides the advantages the owners of those places obtained in point of security, they derived from the labors of their less fortunate neighbors a better claim to their respective lands.

In one instance alone have they departed from the general principle which has governed them in their decisions; namely, that of William Shannon, assignee of John Howell, wherein the land claimed has been confirmed (for want of a regular chain of transfers being exhibited) to the heirs or assigns of John Howell, the original claimant, on proof being made of the building of a house, actual residence, and establishment of a tan yard.

They considered the importance of those improvements, though not attended with cultivation, as bringing their case within the equitable powers vested in them by law.

Some few notices were filed with the register, by the representatives of deceased persons, who claimed militia donations under the act of 1791. On examining the evidence, it appeared that the persons under whose rights the claims were made, were dead before 1st August, 1790, although they were of full age at the time of their death, and duly enrolled in the militia. Even some instances may be cited of persons having been killed by Indians in defence of the country, and have never received any donation of land from the United States. The commissioners, had it been in their power, would have confirmed 100 acres to each of those claimants, but as the law is positive that they must have been enrolled on the 1st of August, 1790, they were obliged to reject their claims.

All which is respectfully submitted, by your obedient servants,

JOHN BADOLLET,
NATH'L EWING,
Commissioners.

The Hon. ALBERT GALLATIN, *Secretary of the Treasury.*

A.

This document missing when this copy was made.

B.

A list of the donations of four hundred acres of land, given to the heads of families in Vincennes, in the year 1783, *with the names of the present claimants and the number of the lot drawn by each, as laid off by order of the governors.*

RIGHTS CONFIRMED BY GOVERNORS.

The first column of the following table contains the names of the several persons to whom donations of four hundred acres each, of land, were given by the resolve and act of Congress of the 29th August, 1788, and 3d of March, 1791, as heads of families in Vincennes, on or before the year 1783; and which, conformably to the directions of the said resolve, have, by the different governors, been allotted and laid out to each of them. The second column contains the number of the tract so allotted to each; and the third column contains the names of the several persons who have entered the same in the register's office, as present claimants.

Original donees.	Number.	Present claimants.
André, Joseph	28	Noah Purcell.
Aliar, Louis	37	Patrick Simpson.
Astrus, called Guignolet, Alexis	118	Zachariah Mills.
Bordeleau, Michel	20	George McClure.
Barrois, François, jr.	7	Ephraim Jordan.
Boneaw, Jean Baptiste	169	225 Jacob, Joseph & Dorothy Pancake. 175 Simon Vanorsdall.
Barrois, Jean Baptiste	166	Anthony Junkins' heirs.
Brouillet, Louis	1	300 Patrick Simpson. 100 John Small.
Bolon, Amable	116	Patrick Simpson.
Brouillet, Michel, sr	14	Louis Nicholas Fortin.
Bequet, Pierre	194	133⅓ Louis Nicholas Fortin. 133⅓ Henry Vandenburgh. 133⅓ not entered with register.
Binet, Jean Baptiste	5	James Johnson, Esq.
Briquet dit St. Dizier, André	216	Toussaint Dubois.
Bequet, Jacquês, heirs	245	George Walbace, jr.
Bolon, Gabriel	227	William Clarke's heirs.
Barry, François	171	Thomas Coulter.
Buteau, Widow	209	William McIntosh.
Bolon, Louis	184	Henry Vandenburgh.
Boneau, Pierre	182	do
Boneau, Charles	89	Richard Pollard.
Bergeron, Louis	34	Jonathan Purcell.
Bosseron, Jean Baptiste's heirs	215	Heirs of Jean Baptiste Bosseron.
Bolon, Gabriel, jr.	214	Robert Buntin.
Bergand, Dominique	174	William Wells.
Barrois, François, sr.	29	Nathaniel Ewing.
Bazadon, Laurent	213	do
Bazinette, Francis' widow	146	François Vigo.
Boucher, Vital	132	do
Bergand, Charles	152	do
Boyer, Louis' widow	108	do
Boydeleau, Antoine	102	do
Boyer, Louis, jr.	73	do
Baillarjon, Nicholas	55	do
Brouillet, François	83	do
Bosseron, François	151	Dubois & Marchal, in trust.
Barron, Pierre's heirs	225	Samuel McConnell.
Breton dit St. Martin, Jean Baptiste	173	Jeremiah Davidson.
Coder, Pierre's widow	42	William Welton.
Coder, François	211	Jonathan Marney.
Chapton, Jean Baptiste	230	John D. Hay.
Crely, Jerome	212	Antoine Marchal.
Clermont, Ursule	238	Abraham Fry Snapp.
Cardinal, Jean Baptise	157	Peyton Short, 100, one of the heirs of donee, disputed.
Cardinal, Jacque	9	William Henry Harrison.
Cornoyer, Pierre	40	Samuel McKee.
Carter, Moses	226	Henry Vandenburgh.
Cartier, Pierre	67	Simon Gonzales.
Carron, Jean Baptiste	178	William Wells.
Conger, Jonathan	162	do

B.—Continued.

Original donees.	Number.	Present claimants.
Chartier, Joseph	154	François Vigo.
Chabot, Joseph	96	do
Caty, Antoine	103	do
Chapard, Nicholas	106	do
Compagnotte, François	59	do
Charbonneau, Jacob	58	do
Chartier, Jean Baptiste	127	do
Charpentier, Jean	46	do
Cardinal, Nicholas' widow	101	Manuel Liza.
Chapard, Marie Claire	190	266⅔ Louis Nicholas Fortin. 133⅓ not entered with register.
Custo, Gabriel	Not drawn.	William Bullitt.
D'Amour, Jean Baptiste	181	Samuel Thompson.
Derozier, Bonaventure	3	John McClure.
Danis, Honore	4	100 John McClure. 300 Patrick Simpson.
Dugal, Antoine	89	Thomas Jones.
Darguiller, Pierre	179	do
Delaurier, Renè François	220	do
Dagenet, Ambrose's widow	32	Heirs Paul and Margaret Gamelin.
Duchesne, Jean Baptiste	11	John McCoy.
Dunmay, Amable's widow	8	300 Isaac Westfall. 100 Ephraim Jordan.
Delaurier, Jean Baptiste	19	Isaac Westfall.
Denoyon, Toussaint's widow	115	Patrick Simpson.
Ditard, Nicholas	10	William Henry Harrison.
Duclevoir dit La Chine, Charles	41	Toussaint Dubois.
Dube, Joseph	54	George Fidler.
Drouet dit Richarville, Antoine	156	Antoine Drouet.
Delisle, Amable	232	Thomas Jones.
Dumais, Ambroise	119	James Reed.
Denoyon, Jean Louis	219	Henry Vanderburgh.
Deuigent, Louis	186	Zachariah Mills.
Dizier, Widow	193	Samuel Baird.
De Hetre, Widow	210	Robert Buntin.
Dalton, Valentine Thomas	130	John Rice Jones.
Dagenè, Joseph	192	William McIntosh.
Dutremble dit Lafleur, Jean Baptiste	162	Toussaint Bubois.
Denoyon, Louis' widow	149	François Vigo.
Delisle, Charles	142	do
Danis, Jacques	133	do
Dubois, Jean Baptiste	109	do
Du Charme, Joseph	100	do
Derousse, François	85	do
Dagneau, Pierre	107	do
Dappron, Guillaume's widow	140	do
Danis, Antoine	126	do
Dielle, Charles	62	Not entered with register.
Edeline, Louis	15	Isaac Westfall.
Etienne, Jacque	13	Joseph Van Metre.
Fouché, Bonaventure	196	Toussaint Dubois.
Garcis, John	242	200 Laurent Bazadon. 200 William Bullitt.
Gagnier, Louis	167	200 Henry Barkham. 100 Louis Reel. 100 John Hickston.
Guignelet, Jean	168	Robert Bairol.
Goder, Rene	78	William Snidee.
Goder, Toussaint	125	William Morrison's heirs.
Gameline, Pierre	138	Peyton Short.
Goder, Louis	21	Jessie and Abijah Hunt.
Gameline, Paul	51	William H. Harrison.
Guion, Pierre	175	Henry Vandenburgh.
Gilbert, Pierre	123	100 Simon Gonzalias. 300 François Vigo.
Goder, François	48	François Vigo.
Guielle, Charles	128	do
Guarguipie, Amable	131	do
Grimarre, Pierre's widow	110	do
Gameline, Antoine	98	do
Guilbaut, Charles	97	do
Hunot, Toussaint's heirs	223	Louis Nicholas Fortin.
Hamelin, Joseph	88	Richard Pollard.
Hasselin, Joseph	187	Abraham Brinker.

B.—Continued.

Original donees.	Number.	Present claimants.
Harpin, Jean Baptiste	137	François Vigo.
Henry, Moses	160	do
Hunot, Joseph, sr.	148	227 Patrick Simpson. 173 Jeremiah Mayes.
Hamilton, William	16	Not entered with register.
Joyalle, Jean Baptiste	33	Jonathan Purcell.
Johnston, Edward	87	John Mills' heirs.
Joseph, Michel André	121	Isaac Westfall.
Lacoste dit Languedoc, Charles	30	William Welton.
Lagnon, François	6	Daniel Smith.
Legarde, Jean, widow of	24	308 William McClure. 20 Jeremiah Claypool.
Laforrest, Pierre	93	Henry Hurst.
Legaud, Rene	203	John Ockittre.
Lefevre, Antoine's widow	68	Isaac Westfall.
Lafleur, François	180	Abraham Fry Snap.
Legrand, Gabriel's widow	75	Patrick Simpson.
Lacoste dit Languedoc, André	114	do
L'ardoise, Amable's widow	38	do
Lamoureux, Joseph	185	Peyton Short.
Lamothe dit Cochon Jacque	69	Toussaint Dubois.
Languedoc, François	80	do
Lapointe, Nicholas	204	William McIntosh.
Labuxiere, Genevieve, widow	17	do
La Croix, Jacque	22	Henry Vanderburgh.
Languedoc, Barbe Durand, widow	223	do
Langloise, Rene	76	Samuel Baird.
Laderoute, Louis	135	do
Lefevre, Pierre	236	John Edgar.
Lamar, Louis	2	John Small.
Lebarge, Dennis	239	do
Larsh, Joseph's heirs	243	George Wallace, jr. & Co.
Lunsford, Antoine	150	Antoine Lunsford's heirs.
Legras, Philip M., widow of	94	François Vigo.
Leveron dit Metteye, Joseph	158	François Vigo, and the heirs.
Latrimouille, Jacque	99	do
Lognon, Joseph	113	do
Lafontaine, Jean Baptiste's widow	70	do
Lemay, Louis	104	Not entered with register.
Labelle, Joseph	198	do
Lefevere, Antoine's heirs	not drawn.	200 William McIntosh. 200 William Bullitt.
Moyse, Jean Baptiste	43	Laurent Bazadon.
Milliet, Jean Baptiste	23	Matthias Rose.
Meaux,	161	John Westfall.
Mallet, François	53	Isaac Westfall.
Mallet, Pierre	141	Patrick Simpson.
Magnant, Germain, widow	207	Louis Nicholas Fortin.
Mayot, Nicholas	84	John Armstrong.
Mette, Rene	241	Laurent Bazadon.
Marie, Antoine	81	Richard Pollard.
Mangen, Jean Baptiste	12	Jonathan Purcel.
Montplaisir, André	124	Samuel Baird.
Maisonville, Joseph	201	Abraham Brinker.
Moreaw, Antoine	199	do
Mallet, Joseph	18	Hugh Knox.
Mehl, Frederick	91	Frederick Mehl.
Metteye, Louis	134	François Vigo.
Minie, François	50	do
Mallet, Antoine	147	do
Mallet, Louis	172	Moses Decker, jr. & Isaac Harness.
Neau, Michel	27	300 Michel Neau's heirs. 100 William Morrison.
Ouillette, Jean Baptiste	105	Robert Buntin.
Payette, Joseph	229	250 Thomas Jones. 150 not entered with register.
Perret, Pierre	111	Isaac Westfall.
Page, Guillaume	57	Patrick Simpson.
Philibert, Etienne's heirs	244	Jeremiah Claypole.
Perrot, Nicholas' widow	86	William McIntosh. Nicholas and Perrot's heirs.
Perron, Pierre, sr.	45	William McIntosh. François Vigo.
Pluchon, François' heirs	235	Henry Vanderburg.

B.—Continued.

Original donees.	Number.	Present claimants.
Paneton, Etienne	206	Henry Vanderburgh.
Perthuit, Widow	202	Samuel Blaird.
Pluchorn, Joseph's heirs	208	do
Payette, Guillaume	176	William Wells.
Peltier, Eustace	237	François Vigo.
Pluchorn, Louis	221	200 John Rice Jones. 200 Samuel Means.
Peltier, André's widow	144	James O'Hara.
Peltier, François' widow	145	François Vigo.
Perron, Amable	77	do
Philibert dit Orleans, Etienne's widow	143	do
Perron, Pierre's widow	44	do
Perodo, Joseph	63	Manuel Liza.
Querre, Pierre	74	François Vigo.
Renéault dit Delaurier, Louis	31	William Welton.
Racine, dit St. Maria, Jean Baptiste	189	300 Noah Spears. 100 Daniel Black.
Richard, Widow	177	John and Jacob Anthis.
Racine, François	153	Patrick Simpson.
Roy, André, jr	222	William H. Harrison.
Roy, André, sr	35	William McIntosh.
Renaw, Antoine	195	do
Rimbault, Pierre	191	do
Richard, Jean Baptiste	188	Henry Vanderburgh.
Riendo, Jacque	217	Robert Buntin.
Richard, Pierre	224	François Vigo.
Renger, Pierre	92	do
Raux, Joseph	71	do
Roussiant, François	95	do
Roussault, Louis	56	do
Rawalet, Louis	25	200 James Scott, 200 Abraham Fry Snapp.
Racine dit St. Marie, Jean Baptiste	155	Not entered with register.
Rouse, Joseph	117	do
St. Marie, Joseph	129	Isaac Westfall.
St. Marie, François	26	Abraham Fry Snapp.
Seguin dit Guignolet, Louis	183	200 William McIntosh, 100 Henry Vanderburgh, 100 General W. Johnston.
St. Marie, Etienne	72	Abraham Stipp.
St. Aubin, Jean Baptiste	52	Peyton Short.
St. Marie, Joseph, sr	200	Henry Vanderburgh.
Stone, Widow	47	William Wells.
St. Marie Racine, Pierre and André	120	Pierre Racine St. Marie.
Saboll, Joseph	159	François Vigo.
Stantier, Oliver	197	Noah Spears.
Tivebaugh, Jacob	246	Jacob Tivebaugh.
Tougas, Joseph	60	William H. Harrison.
Toulon, Jean	164	Touissaint Dubois.
Trudel, François	122	James Reed.
Tonton, François	218	William McIntosh.
Tougas, Jean Baptiste	39	Jonathan Purcell.
Turpin, François	90	François Vigo.
Urno François	165	200 Samuel Means. 200 John Lewis' heirs.
Vaudry, Jean Baptiste, jr	49	Daniel McClure.
Vaudry, Jean Baptiste, sr	139	François Vigo.
Vaudry, Antoine	45	do
Vallé, Alexander	136	Isaac Westfall.
Vigo, François	112	do
Valcourt, Widow	234	William McIntosh.
Villeraye, Jean Baptiste	66	William McIntosh, and Samuel Baird.
Vachette, Pierre's heirs	231	William McIntosh.
Vachette, François	36	Jonathan Purcell.
Valiquette, François	240	François Valiquette.
Vileneuve, Charles	170	Joseph Vammetre.
Villaret, Jean Baptiste	228	Henry Vanderburgh.

C.

List of militia donations of 100 *acres granted by the governors to the militiamen, in Vincennes, on* 1*st August,* 1790.

The first column of the following table contains the names of the several persons to whom donations, of one hundred acres of land each, were granted by the different governors, conformably to the act of Congress of 3d March, 1791, as militia men duly enrolled in the militia at Vincennes, on 1st August, 1790, and had done militia duty; the second column, the number of the tract allotted to such of the claimants as have had their donations laid out in the general donation tract, on the south side of White river; and the third, the names of those who have entered their claims thereto in the register's office, as assignees or otherwise.

The several tracts owned by those persons to whose names no number is affixed in the second column, have, by permission of the governors, had the same laid, either on their improvements, or are not yet surveyed.

Original donees.	Number.	Present claimants.
Andre, Pierre	.....	Christopher Wyant.
Barrois, Lambert	47	Noah Spears.
Bonhomme, Jean Baptiste	84	Daniel Smith.
Bavid, Thomas	.....	Adam Harness.
Boyer, Jean Baptiste or Toussaint	32	Garvis Hazelton.
Bolon, Amable	107	Robert Falls.
Bavid, Joseph	.....	Elias Biddle.
Bordeleaus, Charles	.....	Abraham Decker, sr.
Barron, Joseph	.....	Abraham Kuykendall.
Beaudoin, Benjamin	.....	John Pea.
Boucher, Joseph	.....	Abraham Kuykendall.
Broullit, Michel	116	Toussaint Dubois.
Barrois, Leon	58	do
Boyer, François	53	do
Bolon, Gabriel, jr	.....	do
Bavid, Robert	.....	John Baily.
Beckes, Benjamin	102	Heirs of John Mills.
Barsteloux, Jean Baptiste	60	William McIntosh.
Berger, Frederick	.....	François Vigo.
Barrackman, Christopher	38	Christopher Barrackman's heirs.
Barrackman, Abraham	122	Abraham Barrackman.
Berger, Peter	74	Henry Pea.
Berger, George	.....	John Davis.
Bino, Jean Baptiste	.....	Christopher Wyant.
Bordeleaue, Antoine or François	24	Not entered with register.
Bordeleau, Pierre	25	do
Boneau, Nicholas	31	David Robb.
Bolon, Gabriel, sr.	.....	Not entered with register.
Borrois, Alexis' heirs	.....	do
Bavid, Thomas	.....	do
Chabot, Pierre	27	Lawrent Bazadon.
Cardinal, Toussaint	51	Noah Spears.
Charbonneau, Germain	.....	Adam Harness.
Coder, André, jr	40	Joseph Freeman.
Cambis, André	64	Thomas Jones.
Cloud, Joseph	104	Henry Kirk.
Chatignie, Ignace	125	Moses Decker, jr.
Coder, Jean Baptiste	.....	Thomas Holder.
Coder, Louis	34	David Robb.
Cartier, Pierre, jr	.....	John Ockittree.
Cantelmy, François	.....	John Harbin.
Catt, Philip	.....	Philip Catt.
Chartran, Jean Baptiste	.....	Francis Williams.
Clermont, Pierre	120	William McIntosh.
Coder, Toussaint, jr	62	William Morrison.
Coder, André, sr	35	Henry Vanderburgh.
Coder, Henry	30	do
Courtois, Pierre	123	Zachariah Mills.
Chartier Michel	.....	Robert Buntin.
Champeau, Pierre	79	Abraham Stipp.
Capucior, Theodore	82	do
Compagnotie, Pierre	73	Henry Pea.
Cheroqui, Jean Baptiste	121	John Mills' heirs.
Cornoyer, Alexis	8	Not entered with register.
Coder, Pierre	77	do
Chabot, Joseph, jr	37	John Johnston.
Dumias, François	.....	Adam Harness.
Dapron, Bernard	50	Noah Spears.
Dagenet, Ambroise	89	Daniel Smith.
Moses Decker, sr.	.....	Moses Decker, sr.

C.—Continued.

Original donees.	Number.	Present claimants.
Dejean, Phillip	.....	Thomas Jones.
Decker, Joseph, sr	.....	Ephraim Gordon.
Dubois, Toussaint	.....	Elias Beedle.
Donoyon, Louis Toussaint	.....	Abraham Decker, sr.
Denoyon, Louis	17	Toussaint Dubois.
Denoyon, Louis	45	do
Devore, Phillip	56	James Robb.
Dumais, Jean Baptiste	.....	John Harbin.
Duquindre, Jean Baptiste	128	Abraham Fry Snapp.
Dumias, Jacque	49	Michel Dace.
Dubois, Joseph	.....	Abraham Kuykendall.
Deneau, Pierre	.....	Robert Warth.
Day, Robert	26	Robert Day, patentee.
Decker, Isaac	119	Thomas Anderson.
Decker, Luke, Esq	.....	Luke Decker, Esq.
Decker, John	.....	do
Dudevoir, dit La Chine Charles	.....	John Gibson, sr.
Dubois, Jean Baptiste	93	John Mills' heirs.
Decker, Tobias	.....	Isaac Decker's heirs.
Decker, Abraham, jr	54	Abraham Decker.
Dielle, Charles, jr	12	Henry Vanderburgh.
Deganne, Joseph	117	Heirs of John Mills.
Dapson, Pierre	127	John Davis.
Dapson, Joseph	29	Not entered with register.
Depie, François	.....	do
Decker, Moses	.....	do
Edeline, Joseph	124	Zachariah Mills.
Edeline, Nicholas	67	William McIntosh.
Frederick, Louis	.....	Louis Frederick.
Frederick, Sebastian	.....	Sebastian Frederick.
Frichette, Jean Baptiste	105	Henry Kirk.
Fortin, Jean Belony	.....	John Stilwell.
Faucher, Pierre	103	Henry Vanderburgh.
Frederick, Peter	.....	Not entered with register.
Guittarre, Jean Baptiste	61	Jacob Tivebaugh.
Grimarre, Pierre	39	Joseph Foreman.
Gregoire, Joseph	83	Ebenezer Severns.
Goyeaux, Antoine	96	James Johnston, Esq.
Guion, Pierre's heir	.....	Walter Reed.
Garzee or Carzee, Jean	100	Heirs John Mills.
Grimarre, Jean Baptiste	15	Henry Vanderburgh.
Gratiot or Gracet, Jean	.....	Peter Lisman.
Harbin, John	.....	Henry Lea.
Harbin, Joshua	.....	Joshua Harbin's heirs.
Hunot, Joseph, jr	.....	Francis Anthis, and Samuel Baird.
Hunot, Gabriel	.....	Philip Catt.
Harpin, Amable	16	Henry Vanderburgh.
Holliday, Ezekiel	113	Not entered with register.
Hunot, Antoine's heirs	.....	John Baily.
Hamelin, François	.....	Not entered with register.
Johnston, James (Turner)	.....	James Johnston.
Johnston, James, Esq	.....	James Black.
Jordon, Thomas	.....	Thomas Gordon.
Johnston, Robert	.....	John Durham.
Jones, John Rice	28	Toussaint Dubois.
Johnston, John, jr	98	John Gibson.
Joyeuse, Joseph	13	Henry Vanderburgh.
Johnston, Richard	99	John Johnson.
Latour, Pierre	46	Noah Spear.
Lefever, Antoine	36	John Mills' heirs, and A. Pea.
Lapointe dit Orleans, Joseph	71	Thomas Jones.
Laforrest, Pierre	11	Keen Fields.
Labuxiere, Louis	.....	Samuel McClure.
Logrand, Joseph	.....	Joshua Harbin's heirs.
Letems, Jean Baptiste	52	Toussaint Dubois.
Lindy, Frederick	57	do
Lafeuillade, François	.....	John Gibson.
Legrande, Jean Marie	63	William McIntosh.
Langlois, François	114	Zachariah Mills.
Lafeuillade, Pierre	5	Henry Vanderburgh.
Legarde, Jean	115	Zachariah Mills.
Leneven, Louis	.....	Robert Buntin.
Legrande, Jean Baptiste	23	William Wells.
Lardoise, Amable, jr	.....	François Vigo.

C.—Continued.

Original donees.	Number.	Present claimants.
Lee, William	.....	James Legerwood.
Lemotte, Joseph	.....	Abraham Barrickman.
Lafontaine, Etienne	7	Abraham F. Snapp.
Laflew dit Perido, Joseph	.....	Daniel Pea.
Le Coutteau, or Decoutteau, Joseph	43	Henry Vanderburgh.
Lafferty, John	.....	William Morrison's heirs.
Laderoute, Jacque	9	Not entered with register.
Laforrest, Louis	111	do
Lafeuillade, Jean Baptiste	80	do
Lowe, John	22	do
Lalimiere dit Petit, Antoine	.....	Luke Decker, Esq.
Lefevre, Louis	78	Not entered with register
Menerem, Pierre	.....	Adam Harness.
Murphy, John	85	Daniel Smith.
Mette, Rene	41	Joseph Foreman.
Martin, John	.....	John Martin.
Martin, Alexander	.....	{ 50 Alexander Martin's heirs. { 50 William McGowan.
Mayse, William	.....	William Mayse.
Mayse, Jeremiah	.....	Jeremiah Mayse.
Mayse, Charles	14	John Reel.
Mattson, Ralph	.....	William Watson.
Melloche, Antoine	97	James Johnston, Esq.
McIntosh, William	66	William McIntosh.
Mette, Joseph	72	Henry Pea.
Meredy, Daniel	118	{ 50 heirs of John Mills. { 50 Robert Falls.
Martin, Jean Baptiste	1	Henry Vanderburgh.
Maysonville, Joseph, jr.	60	Not entered with register.
Maysonville, Jean Baptiste	59	do
Momviel, Joseph	33	do
Midler, Frederick	108	do
Ouillette, Alexis	18	do
Pea, John	.....	John Pea.
Pea, Jacob	.....	John Pea, his heir.
Pea, Daniel	.....	Elias Beedle.
Peter, Godfroy	90	William Morrison's heirs.
Page, Joseph	3	Nicholas Egbert.
Polrier, François	4	Henry Vanderburgh.
Polduvin, Jean Baptiste	.....	Robert Buntin.
Polduvin, Joseph	.....	do
Polduvin dit Arpen, François	21	William Wells.
Preville, Louis	81	Abraham Stepp.
Pea, Henry	.....	Henry Pea.
Poirier dit Desloges, Pierre	.....	James Ledgerwood.
Querre, Pierre, jr.	.....	Jeremiah Claypool.
Ruyard, Joseph	68	Jacob Tivebaugh.
Robins, John	.....	John Robins' heirs.
Riendo, Joseph	70	Robert Hyneman.
Robert, Pierre	55	Toussaint Dubois.
Rimbault, Henry	48	William McIntosh.
Roderique, Diego	87	Samuel Baird.
Ramsay, Allen	.....	Robert Buntin.
Smith, Daniel	86	Daniel Smith.
Smith, William	88	Daniel Smith, his heir.
St. Louis dit Ditard, Jean	42	Joseph Foreman.
Smith, William J.	19	John Reed.
Snapp, Abraham F.	.....	Abraham Fry Snapp.
Small, Thomas	.....	do
St. Aubin, Louis	6	William Johnston.
Simpson, Patrick	.....	Patrick Simpson.
Severe, Louis	101	Heirs of John Mills.
Soulier, Jean Louis	10	William McIntosh.
Simarre, François	106	Henry Vanderburgh.
Smith, Anthony	.....	Robert Buntin.
Shoebrooks, Edward	112	Heirs of John Mills.
Store, Frederick	94	Not entered with register.
Stokely, François	49	do
St. Marie, André	2	do
Thorn, Jacob	.....	Frederick Mehl.
Thorn, Charles	91	Daniel Smith.
Thorn, Michael	.....	Isaac Baker.
Thorn, Michael, jr.	.....	Michael Thorn, sr.
Theil, Isaac	.....	John Harbin.

C.—Continued.

Original donees.	Number	Present claimants.
Thorn, Daniel	.....	Francis Anthis.
Tougas, Auguste	.....	Ursule and Julie Bosseron.
Thorn, Peter	95	John Johnston.
Tougas, Joseph, jr.	.....	Robert Buntin.
Tessier, François	20	William Wells.
Tougas, William	.....	James Ledgerwood.
Thorn, Solomon	.....	Michael Thorn.
Villeneuve, Charles	109	Toussaint Dubois.
Vanderburgh, Henry	.....	Isaac Decker's heirs.
Valcour, Jean Baptiste	126	Henry Vanderburgh.
Westfall, John N.	.....	Joshua Harbin's heirs.
Westfall, Abraham	.....	Abraham Westfall.
Willmoore, John	.....	John Davis.
Wyant, Christopher	.....	Christopher Wyant.
Wilson, Isaac	.....	Isaac Wilson.

D.

Transcript of decisions made by the commissioners.

ANCIENT FRENCH OR BRITISH GRANTS.

Persons originally entitled.	Quantity of acres claimed.	Present claimants.	Quantity of acres confirmed.	To whom confirmed.
Bloucher, Vital	50	Vital Bloucher	50	Vital Bloucher.
Bordeleau, Antoine	136	Heirs of Antoine Bordeleau	136	Heirs of Antoine Bordeleau.
Brouillet, François	68	William Henry Harrison	68	William Henry Harrison.
Davis, Honore	50	Jeremiah Claypole	50	
Duchene, Jean Baptiste	68	William Henry Harrison	68	William Henry Harrison.
Dumay	170	François Vigo	170	Heirs of —— Dumay.
Gamelin, Antoine	400	Widow and heirs of Antoine Gamelin	50	Widow and heirs of Antoine Gamolin.
Leprusax, Joseph	68	Jean Baptiste Delaurier	68	Jean Baptiste Delaurier.
Levron, Louis Meteyer	50	Heirs of Louis Levron, Meteyer	50	Heirs of Louis Levron, Meteyer.
Languedoc, André	306	William Reed	306	William Reed.
Languedoc, André	400	John Reed, jr.	340	Heirs of Benjamin Reed.
Marie, Antoine	272	Heirs of Antoine Marie	272	Heirs of Antoine Marie.
Morin, François De Valevur	50	François Morin De Valevur	50	François Morin De Valevur.
Peltier, Marie Joseph	204	Pierre Querré and wife	204	Pierre Querré and wife.
Raux	59.80½	Jean Baptiste Laplante	59.80½	Jean Baptiste Laplante.
Racine, André St. Marie	136	André Racine, St. Marie	136	André Racine, St. Marie.
Racine, Jean Baptiste	272	Heirs of Jean Baptiste Racine	272	Heirs of Jean Baptiste Racine.
Sentier, Olivier	50	Jean Baptiste Delaurier	50	Jean Baptiste Delaurier and wife.
Tougas, Jean Baptiste	204	John Small	204	Heirs of Jean Baptiste Tougas.

COURT DEEDS AND IMPROVEMENTS.

Baker, Joel	400	John Edgar	400	John Edgar.
Conger, Jonathan	400	Jonathan Conger	400	Jonathan Conger.
Campagnotte, François	136	François Campagnotte	136	François Campagnotte.
Delaurier, Jean Baptiste	102	Jean Baptiste Delaurier	102	Jean Baptiste Delaurier.
Dubois, Jean Baptiste	400	Robert Buntin	300	Robert Buntin.
Glaze, Adam	400	Adam Glaze	100	Adam Glaze.
Harpin, Jean Baptiste	68	George Catt	68	George Catt.
Howel, John	136	William Shannon	136	Heirs or assigns of John Howel.
Languedoc, François	400	Robert Buntin	400	Robert Buntin.
Laforest, Pierre	136	John Marshal	136	John Marshal.
Levins, Nicholas	400	Elias Biddle	200	Elias Biddle.
Lindey, Frederick	400	Frederick Lindey	200	Frederick Lindey.
Lafleur, ——	136	Abraham Decker, jr.	136	Heirs of Daniel Sullivan.
Mullaken, James	400	John Johnston	400	Heirs or assigns of James Mulleken.
Pea, Jacob, jr.	400	Jacob Pea, jr.	100	Jacob Pea, jr.
Ravalet, Louis	136	Louis Ravalet	136	Louis Ravalet.

D.—Continued.

MILITARY DONATIONS.

Persons originally entitled.	Quantity of acres claimed.	Present claimants.	Quantity of acres confirmed.	To whom confirmed.
Culbert, John	100	John Culbert	100	John Culbert.
Dempsey, Hugh	100	Hugh Dempsey	100	Hugh Dempsey.
Dobbins, Matthew	100	Matthew Dobbins	100	Matthew Dobbins.
Fozy, François	100	Samuel Baird	100	Samuel Baird.
Goder, René	100	René Goder	100	René Goder.
Jordan, Ephraim	100	Ephraim Jordan	100	Ephraim Jordan.
Moore, Samuel	100	Abraham F. Snapp	100	Abraham F. Snapp.
Mays, Robert	100	Heirs of Robert Mays	100	Heirs of Robert Mays.
Pacquin, François	100	William Morrison	100	François Pacquin.
Pea, Abraham	100	Abraham F. Snapp	100	Abraham Pea.
Savage, John	100	John Small	100	Heirs of John Savage.
Small, John	100	John Small	100	John Small.
Sampson, Alexander	100	Alexander Sampson	100	Alexander Sampson.
DONATIONS TO THE HEADS OF FAMILIES.				
Boucher, Charles	400	Vital Boucher	400	Heirs of Charles Boucher.
Bolon, Hyppolite	400	Hyppolite Bolon	400	Hyppolite Bolon.
Becquel, Widow	400	Samuel Baird	400	Samuel Baird.
Brossard, Joseph	400	Samuel Baird	400	Heirs or assigns of Joseph Brossard.
Couteax, Jacques	400	John Small	400	Heirs or assigns of Jacques Couteax.
Crepeau, Louis	400	Heirs of Louis Crepeau	400	Heirs of Louis Crepeau.
Clermont, Lisette	400	Charles and Elizabeth Guiette	400	Heirs of Lisette Clermont.
Cardinal, Marianne, widow	400	Samuel Baird	400	Heirs or assigns of Marianne Cardinal.
Clermont, Michel	400	John Duly	400	John Duly.
Cantelmy, François	300	Laurent Bazadone	300	Laurent Bazadone, Cantelmy having received a militia donation.
Dagenet, Ambroise	400	Ambrois Dagenet, jr	400	Heirs of Ambroise Dagenet.
Grimarre, Pierre	400	Heirs of Pierre Grimarre	400	Heirs of Pierre Grimarre.
Godere, Pierre	400	Heirs of Pierre Godere	400	Heirs of Pierre Godere.
Morin, François De Valcour	400	François Moron De Valcour	400	François Morin, De Valcour.
Perron, Pierre, jr	400	William McIntosh	400	Heirs of Pierre Perron, jr.
Peltier, Andre	400	William Morrison	400	Heirs of Andre Peltier.
Thiriot, Jean Chrysostome, widow of	400	Julie Thiriot	400	Julie Thiriot.

E.

A report on land claims rejected on their merits.

Vital Boucher, brother, and heir of Joseph Boucher's claim to a donation of 400 acres, as head of a family in Vincennes, in the year 1783.

It appears from the depositions of Charles Delisle, Pierre Querré, and Joseph Chartier, that Joseph Boucher, in the year 1783, lived with his two brothers in Vincennes, and that Charles and not Joseph Boucher was the head of that family.

Wherefore, the commissioners reject this claim.

Daniel Smith claims 200 acres in addition to 200 acres granted him by the governor, in right of his own improvement, and 100 acres in addition to 300 acres granted him by Governor Harrison, assignee of John Murphy, in right of improvement.

It appears to the board that these two claims have been acted upon by Governor Harrison, who granted the several quantities of land mentioned in the notice of claims; and being of opinion that the governor's decisions thereon are conclusive, they do therefore reject both these claims.

Jeremiah Mayes claims 200 acres of land, in addition to 200 acres granted to him by the governor, in right of improvement.

This claim is, in every respect, circumstanced like those above laid in by Daniel Smith, and is, for the reasons therein mentioned, rejected by the commissioners.

Antoine Petit Dit Lalumiere and wife, sister and heir of Jean Baptiste Villeray, deceased, claims 50 acres of land, a sugar camp right.

The deposition of Josette Page, widow, taken in support of this claim, is as follows: "That Jean Baptiste Villeray was her son; that he occupied a sugar camp below the village, before the Americans took this country, and that he was at that time eighteen years old;" but the commissioners find, on examining the church records, that he was but thirteen years old, and at the time this country became a

part of the State of Virginia. If, therefore, he was but eighteen when he first established the sugar camp, it must have been in the year 1784, and too late to come under the ancient customs.

Wherefore, they reject this claim.

Antoine Petit Dit Lalumiere claims 400 acres of land, near Racoon creek, in right of improvement.

Josette Page, who was the only evidence produced to support this claim, proves nothing more than that she heard it said that the claimant made an improvement near Racoon creek; but she never saw the improvement, nor does she know, of her own knowledge, that any was made.

The claim, for want of proof, is rejected.

Antoine Petit Lalumiere claims a donation of 400 acres as head of a family in Vincennes, 1783.

The claimant did not produce any evidence to prove that he was the head of a family in 1783, but acknowledged that he was that year a resident of Canada, and did not come to Vincennes until the year 1784; consequently he is not entitled to a donation under the act of Congress, and therefore his claim is rejected.

The heirs of *Jean Baptiste Constant*, deceased, claim 50 acres of land, in right of a sugar camp.

It is proved by Pierre Querré, that, in the year 1784, said Constant took up a sugar camp, near Fort Apparent, and cultivated it.

The commissioners being of opinion that this claim cannot be considered as coming under the description of an ancient title, the country being then part of the United States, do therefore reject it.

René Goder claims a donation of 400 acres, as head of a family in Vincennes, in 1783.

It is proved by Pierre Querré and Amable Bolon, that René Goder was not married until the year 1786, and that he lived with his father until that time. The commissioners being of opinion he does not come under the description of those entitled to a donation under the act of Congress, reject this claim.

John Decker claims 400 acres of land, in right of improvement.

It is proved by the oath of Moses Decker and Joseph Decker, that the said Moses Decker, father of the said John Decker, in the year 1786, took up a tract of land for the said John, his son, who was then but one year old, and laid the foundation of a cabin on the land. The commissioners are of opinion, that it was not the intention of the legislature to grant lands in right of improvement to persons who were too young to make any; and no cultivation having been proved, they do, for both these reasons, reject this claim.

Moses Decker, jr., claims 400 acres of land, in right of improvement.

It is proved by the oaths of Moses Decker and Joseph Decker that the said Moses Decker, father of the said Moses Decker, jr., took up this tract of land for his son, the claimant (in the year 1786,) who was then seven years old, and that he laid the foundation of a cabin thereon. The commissioners, for the reasons given for rejecting the preceding claims, do reject this one.

The heirs of *Jacob Decker*, deceased, claim 400 acres, in right of improvement.

It is proved by the oaths of Moses Decker and Joseph Decker, that, in the year 178–, the father of the said Jacob Decker, (who was then between eight and eleven years old,) took up this tract of land, for the said Jacob Decker, his son, but that no improvement was made thereon. The commissioners reject this claim, for the reasons given for rejecting the two preceding ones.

Jacob Minor, assignee of Luke Mattson, claims 400 acres in right of improvement on the waters of White river.

It is proved by Jonathan Conger, that he went with Ralph, over White river, to hunt horses; that, on their return, the said Mattson deadened some trees on the tract claimed, and told the deponent, it was an improvement for his son Luke. The commissioners are of opinion, that this cannot be considered as an improvement and cultivation. And therefore reject this claim.

John Small, assignee of Nicholas Baillajon, claims 300 acres at the Black grounds, on the river Embearas, by a court deed, dated 14th February, 1782.

Josette Page proves that, about the year 1783 or 1784, Nicholas Baillarjon went with her husband to make improvements on lands severally granted to them; that they staid some days, and on their return informed her that they had built good cabins on their lands; but that she never saw the improvement. John Baptiste Barrois proves, that he saw a cabin and less than an arpent cleared on the land claimed by Nicholas Baillarjon, but does not know who did the work. The commissioners are of opinion that the first deposition is but hearsay evidence, and that the second does not prove any cultivation.

Wherefore, they reject the claim.

Michael Bordeleau claims a tract of 136 acres at the Little Village, in right of improvement.

An affidavit of Louis Sequin, deceased, has been filed and recorded, stating that Michael Bordeleau cleared, cultivated, and settled on a piece of land at the Little Village, in the year 1768. The claimant acknowledged, in presence of the commissioners, that he is now but thirty-eight years old, and that the said clearing was made by his father Antoine. A mistake in the christian name is here evident; and as Antoine Bordeleau has claimed and obtained a confirmation of the same land from the commissioners, they therefore reject this claim of the son.

René Campeau claims a donation as head of a family in Vincennes in 1783.

Antoine Lefevre proves that the claimant was married in 1788, or 1789, and cannot recollect that he was the head of a family in 1783. As it is not proven that he was the head of a family in 1783, the commissioners reject his claim.

The heirs of *Abnor Prior*, as assignee of Jean Baptiste Constant, claim a donation as the head of a family in 1783.

It is proved by Pierre Querré, that Jean Baptiste Constant was a head of a family at Ouitattanon, and Vincennes, before and after the year 1783. That he was an Indian trader, and came to settle for goods in Vincennes in the year 1785; his wife having till then remained at Ouitattanon. The ambiguity of that part of the above testimony which states Jean Baptiste Constant to have been head of a family both at Ouitattanon and Vincennes before 1783, is removed by the statement which follows, viz: That his wife remained at Ouitattanon until the year 1785, whereby it sufficiently appears that he was the head of a family at Ouitattanon, and not at Vincennes. The commissioners are of opinion, that this case is not embraced by the acts of Congress; therefore reject the claim of the said Abner Prior's heirs.

François Campagnotte claims 400 acres of land, near the dry wood swamp, in right of improvement.

Louis Delaurier proves that claimant twenty years ago marked some trees, on a piece of land adjoining James Johnston's tract, that he neither built nor cultivated, and does not know of its ever having been granted by the court.

Here appears neither improvement nor cultivation; the claim is therefore rejected by the commissioners.

François Campagnotte claims 136 acres of land, below Racoon creek, in right of improvement.

Louis Delaurier proves that claimant eighteen or twenty years ago, took up a piece of land below Racoon creek, built a cabin and planted some fruit trees, but could not stay there on account of the Indians. Neither improvement of the land nor cultivation is here proved; the claim is therefore rejected.

Daniel Sullivan's heir, who was assignee of Pierre Cartier, claims 170 acres on Mile creek, in right of improvement.

Four hundred acres of land have already been granted by the governor to John Small, as assignee of Pierre Cartier, in right of his improvement, which by subsequent sales have come into the possession of Henry Vanderburgh, and James Ledgewood, as will appear by the statement of claims heretofore confirmed (document A,) and as no one person can be entitled to two different tracts of land by improvement right, this claim is therefore rejected.

Michael Bordeleau, in right of his wife, only heir of François Duquointe, deceased, claims fifty acres of land in right of a sugar camp.

By the deposition of Joseph Chartier, it is proved that François Duquointe occupied a sugar camp, thirty-eight or nine years ago. That Jean Chabot, who married said Duquointe's widow, kept possession of it, and continued make sugar thereon, until his (Jean Chabot's) death.

By reference to document A, it will appear, that this sugar camp has been granted by the governor of the territory, and is now claimed by Alexander Vallé, as assignee of the heirs of the said Jean Chabot. From those circumstances, the present claim must be considered as having been heretofore decided on and satisfied; and is rejected on that ground.

Thomas Jones, legatee of Charlotte Du Charme, widow and heir of Joseph Du Charme, deceased, claims 100 acres of land in virtue of a verbal grant from St. Marie, British commandant, to said Joseph Du Charme, and improvement made thereon.

The commissioners observe, that this tract has already been granted by the governor of the northwest territory to the above named Joseph Du Charme, and is now claimed by the heirs of Col. J. Francis Hamtramck as his assignee (see document A); they therefore reject this claim.

Abraham Decker claims 400 acres of land in right of improvement.

As this claim has been already decided on by the governor of the northwestern territory, who granted the said Decker 200 acres, therefore (see document A,) it must be rejected.

The heirs of *Jacob Drennin*, deceased, claim 400 acres in the forks of the river Embarras, by a grant of the court, dated April 10, 1786, and improvement.

Jonathan Congor proves that, in the year 1786, he went with Jacob Drennin to show him land on the waters of White river; that he, Drennin, built the foundation of a cabin, deadened the timber of about three-fourths of an acre, and planted some corn; he continued about forty days in the country, and then went off. The deponent adds, that he was informed the said Drennin was killed on his return home.

Jacob Drennin's short residence repels the idea of an intended permanent settlement; moreover, the small improvement, such as it was, was made on a different tract from the one supposed to have been granted by court deed; the former being on the east, and the latter several miles on the west side of the river Wabash. From the above considerations, the commissioners are induced to reject this claim.

The heirs of *Jean Baptiste Du Chesne*, deceased, claim 50 acres of land, a sugar camp right.

The commissioners observe, that a tract of 50 acres has (see document A,) already been granted by the governor to the said Jean Baptiste Du Chesne in right of a sugar camp, and is now claimed by Abraham Kuykendale, as assignee. This claim must therefore be rejected.

James Fernsley claims 340 acres on Wilson's creek, by a deed from the court, dated August 1st, 1785, and an improvement.

It is proved by John Martin, that James Fernsley, in 1785, cleared about an acre of land on Wilson's creek, partly built a cabin, sowed timothy and turnip seeds, and planted corn thereon; he had no family, never resided on the land, and left the country. The deponent adds that the claimant on his return to this place in the spring following, with his family, was forced back by the Indians.

An actual improvement and cultivation being required by the act of March 3d, 1791, in order to be entitled to the confirmation of a supposed grant, must, in the opinion of the commissioners, imply a permanent residence, not a transient one of a few days, evidently for the purpose of making an improvement. The commissioners, therefore, for want of such actual residence, reject this claim.

Abraham F. Snapp, assignee of Thomas Foreman, claims 400 acres in right of improvement.

It is proved by an affidavit of Philip Devorce, that Thomas Foreman had liberty from the French commandant in the year 1785, to improve 400 acres of land; that the Indians prevented the making any improvement on the land. That said Foreman remained in the country, living on and improving the land of others, for several seasons.

Foreman having been a resident in the country, for some seasons, and employed in improving the lands of others, cannot, in the opinion of the commissioners, entitle him to a tract of land, which it is admitted he not only neither improved nor cultivated, but did not so much as designate the situation or position of. For these reasons, this claim is rejected.

Pierre Grimarre claims 136 acres of land on the west side of the Wabash river, in right of improvement.

By François Languedoc the clearing of between half an acre and an acre on a piece of land below Racoon creek by claimant, about fifteen or twenty years ago, is proved; but it is further proved, that he neither ploughed or cultivated. The claim is therefore rejected.

Charles Grimarre claims 136 acres of land below Racoon creek, in right of improvement.

The same deposition having been made in support of this claim as in the preceding one, it is also rejected.

Laurent Bazadon, assignee of Charles Grimarre, claims a militia right of 100 acres.

René Campeau proves that Charles Grimarre is now but twenty-five years old.

As, consequently, he was but ten years old in 1790, and therefore incapable of doing militia duty, this claim is rejected.

Robert Reynolds, assignee of John Garland, claims 400 acres in right of improvement on the east of Wabash, fifteen miles above Vincennes.

The same, as assignee of Matthew Garland, for the same quantity in right of improvement, on the east side of Wabash, fifteen miles above Vincennes.

The same, as assignee of Moses Goth, for the same quantity in right of improvement, east branch of White river, fifteen miles below the trace to the falls.

The same, as assignee of Adam Orth, for a similar quantity, in right of improvement, east branch of Wabash river, fifteen miles below the trace to the falls.

In support of the four above claims, the depositions of Daniel Thorn, and Solomon Thorn, taken before John Beaird, in Randolph county, have been filed and registered, proving the improvements and cultivation respectively made in the year 1787, by John Garland, and Matthew Garland, of two tracts of land between fifteen and twenty miles above Vincennes, and the same facts respecting two other tracts lying on the east side of White river, about twenty miles below the trace leading from Vincennes to the falls of Ohio. Two depositions, signed by James Chism, taken before John Edgar, Esq., in Randolph county, have been also filed and registered, stating the same circumstances as above.

Daniel Thorn, one of the subscribers to the first deposition, being examined before the commissioners, made oath that he never knew John or Matthew Garland, Adam or Moses Orth; that he never made nor put his mark to the depositions recorded in the register's book; and on being shown the mark of his brother Solomon affixed thereto, asserted that his brother knew how to write and always used to write his own name.

From the above circumstances, and from the neglect of the claimant to have other depositions in support of his claims taken before the persons appointed by the commissioners for that purpose, as he was by them required to do, there arises, in the minds of the commissioners, an irresistible presumption that the whole is a forgery, and therefore they reject the four above claims.

Charles Guielle claims 136 acres of land, on Racoon creek, in right of improvement.

François Languedoc proves that claimant, about fifteen years ago, cleared three or four acres of the tract claimed, and that the same was never ploughed nor fenced. On the ground of want of cultivation, this claim is rejected.

James Henry claims 340 acres near river Duchis, by grant of the court, dated May 12th, 1785, and improvement.

Luke Decker, Esq., proves no more than the cutting of wild grass, by Moses Henry, on the tract claimed, and also that James Henry never was in the country. On the ground of want of residence, cultivation, and improvement, the claim is rejected.

Thomas Jordan claims 400 acres, in right of improvement, on Racoon creek.

Joseph Decker proves the cultivation of and the raising a crop of corn, on a piece of land in the lower prairie, but no kind of work done on the land claimed below Racoon creek. For want of cultivation and improvement, the claim is rejected.

N. B.—The notice of claim was entered with the register as having been confirmed by the governor, but on examining the records no such confirmation could be found.

John Johnston, heir of Richard Johnston, claims 250 acres in addition to a grant of 150 acres already made.

This claim having been acted upon by the governor, who granted 150 acres thereon, and which are now claimed by Jacob Minor, (see document A,) therefore it is rejected.

John Johnston claims 400 acres, in right of improvement, on the head of the Half Moon pond.

John Martin proves that in the fall of the year 1790, the claimant planted corn, and apple and peach trees, in an open piece of woods, near the head of the Half Moon pond.

The planting of corn in the fall with a few apple and peach trees, in the open woods, cannot bring this case within the meaning of the act of 1791, which requires actual improvement and cultivation: the claim must therefore be rejected.

Marianne Laforrest, in behalf of herself and the other heirs of Joseph Lafeuillade, deceased, claims 400 acres, a donation as head of a family.

In support of this claim, an inventory of the property of the said Joseph, left at the time of his decease, was produced, wherein it is declared that he died 12th May, 1769,—and François and Charles Languedoc prove his having died about the same time.

As Lafouillade died before this country was taken possession of by the State of Virginia, he could not be entitled to the donation made by the resolve of Congress; therefore, the claim is rejected.

George Leech claims 300 acres of land, in addition to 100 acres already confirmed to him, in right of improvement.

This claim having, as stated in the notice, been acted upon by the governor, and being of opinion that the decision made thereon is conclusive, the commissioners reject this claim.

The heirs of *Nancy Levins* claim 400 acres, in right of improvement, on Mattson's Spring run, the waters of White river.

The deposition of Richard Brown, now living in Brookes county, Virginia, establishes no other fact than the confessions of Nancy Levins, of her intention of going to Vincennes, from whence she had removed on account of the Indians, and the deponent's knowledge of the said Nancy's having with that view sold her possessions in Pennsylvania.

Moses Decker proves a set of house logs to have been cut by said Nancy's son, on the land claimed, that there were no other improvements made, and that her son was afterwards killed by the Indians. Luke Decker, Esqr., proves that the trees of about one acre of the same land had been deadened, that small trees and house logs had been cut, and brush heaps made, and that the same was reported to have been done by Nancy Levins. As no actual cultivation has been proved, the claim is rejected.

Paul Labreche, or *Labrache*, claims 400 acres, as a donation to the heads of families.

François Racine St. Marie proves that claimant, about 28 years ago, was at Vincennes, thinks he was here afterwards, but is not positive; that he never was an Indian trader and never married. As claimant was not the head of a family, his claim is rejected.

The heirs of *William Perry*, assignee of Joseph Lamoreux, claim 400 acres on Mill creek, in right of improvement.

Joseph Cartier proves the building of a cabin and clearing of a few acres of ground by Joseph Lamoreux on the land claimed, which is now included in the donation, and that he did not reside thereon on account of the Indians. As no actual cultivation has been proved, the claim is rejected.

The heirs of *Jaque Latrimouille* claim 136 acres, at the Little Village, in right of an ancient grant.

As this land has already been confirmed by the governor to the said heirs, and four-fifths whereof are now claimed by B. D. Price, as their assignee, (see document A,) this claim is rejected.

François Languedoc claims 136 acres on Racoon creek, in right of improvement.

Jean Baptiste Moise proves the clearing of about half an acre, on the land claimed, about fifteen years ago, by claimant, in company with and assisted by deponent, but no kind of cultivation. It being proved there was no kind of cultivation, the claim must be rejected.

Jeanne Cardinal, widow Montplaisir, alias Tougas, alias Lavolettei, legatee of Joseph Maville, deceased, claims 400 acres, donation as head of a family.

Pierre Querrè proves that Joseph Meville dit Duchesne died in the year 1775, or 1776. As Meville died some years before this country passed into the possession of the State of Virginia, his representative cannot be entitled to the donation by Congress; consequently, this claim is rejected.

Luke Decker, assignee of William Mason, claims 100 acres, a militia donation.

Moses Decker proves that William Mason came to this country in the fall of the year 1790, and went that same fall on the expedition against the Indians, under the command of Major Hamtramck.

As Mason did not arrive in the country until the fall of the year 1790, he came too late to be entitled to a militia donation, under the act of Congress. The claim is therefore rejected.

William McGowan claims 100 acres, a militia donation.

A certificate of Pierre Camelin, deceased, proves that claimant belonged to the regulars, under the command of Capt. McCurdy, and was discharged on the expedition against the Wabash Indians, under the command of Major Hamtramck, which expedition is proved, by Luke Decker, Esqr., to have taken place in the fall of the year 1790. McGowan being in the regular service of the U. S. in the fall of 1790, could not have been enrolled in the militia on the first day of August preceding. His claim is therefore rejected.

Abraham Johnston, assignee of Frederick Mehl, claims 347 acres, of the Old Woman's Pond, by grant of the court, dated June 9th, 1785.

The court deed grants the land to one Martin Mehl, and not to Frederick Mehl, as stated in the notice—and the said Frederick Mehl proves, that the court deed was obtained by him in the name of his brother Martin, who never was in the country, and that the transfer of the said right was also made by him, in his said brother's name, to Elias Bidle, who transferred to claimant. As the tenor of the rest of the deponent's evidence goes to prove that the land was neither cultivated nor improved, the claim is therefore rejected.

Edward Mills claims 340 acres, on the forks of the river Embarras, by court deed, dated 10th April, 1786, and an improvement.

Jonathan Conger proves that claimant, in the year 1786, laid the foundation of a cabin, deadened some trees, and planted some corn on the waters of White river, and not on the land claimed—and that claimant left the country in about forty days afterwards and never returned.

The land claimed was not attempted to be improved and cultivated, and the claimant never was or manifested an intention of becoming an actual settler. This claim is therefore rejected.

The heirs of *Antoine Marie*, deceased, claim 136 acres on a run above the little rock, by a court grant, dated February 4th, 1785.

Pierre Querré proves that this land was the only compensation that Antoine Marie ever received for his services as an Indian interpreter during Clarke's expedition.

As no improvement, cultivation, or settlement, is proved or even suggested, and as the court deed is dated in February, 1785, and Clarke's expedition did not set out until October, 1786, this claim is rejected.

The heirs of *Margaret Bolon*, wife of *Antoine Marie*, claim 136 acres adjoining the preceding tract, by a court grant, dated 4th February, 1785.

The same deponent states the same circumstances as above; the only difference is in the tenor of the deed, which mentions this grant to be made to her as compensation for services as an interpreter.

To Congress alone belongs the right of going into the merits of this case, and as cultivation has not been proved or suggested, the commissioners are obliged to reject this claim.

The heirs of *Rachael Murdock* claim 400 acres on the waters of the river Duchis, in right of improvement.

Jonathan Conger, in his deposition filed and registered, states that he, deponent, cut logs, deadened trees, laid the foundation of a cabin, and made several brush heaps for Rachael Murdock, on the lands now claimed, and could do no more on account of the Indians.

When brought before the commissioners to be examined viva voce, he stated that Rachael Murdock employed him to clear about one acre of the land claimed; that he planted it in corn and fruit trees; that he lived about four years in the country, when she went to the Illinois, where she was killed by the Indians.

The above recited depositions are so contradictory on circumstances so very material as cultivation, that they are, in the opinion of the commissioners, entitled to no credit. And therefore they reject the claim.

Charles Noise claims 136 acres below Racoon creek, in right of improvement.

Jean Baptiste Valcour proves that he was hired by Charles Noise, about fifteen years ago, to go with him to work at Racoon creek. That they cut the timber of five or six acres of ground, heaped the brush and cut logs for a cabin, but did not built it. That they worked there about fifteen days, and never returned.

In this case there appears a considerable improvement, but, as there was no actual cultivation, the commissioners must reject the claim.

William Page, devisee of *Joseph Page*, claims 136 acres to the northeast of the village, in right of improvement.

Augusta Tougas, in a deposition filed and rigistered, proves that in January, 1790, Joseph Page took up the tract claimed; that the improvement consisted in making perogues and sugar for seven years.

In other words, the claimant was seven years busy in injuring the lands of the United States. There appears no reason for confirming this claim, and therefore they reject it.

Auguste Tougas claims 136 acres adjoining the above tract, in right of improvement.

William Page proves exactly the same circumstances in support of this claim, as Tougas proves above in support of Page's.

This claim is rejected, for the same reason as given for rejecting the preceding one.

William Page, devisee of Joseph Page, deceased, claims 400 acres on Racoon creek, in right of improvement.

Josette Page's deposition, filed and registered, states, that she heard her husband say her son had surveyed the land claimed, and cleared a small part of it, and that her said husband had seen a small cabin and some trees deadened thereon.

This statement being only hearsay testimony, cannot be admitted as evidence. The claim must therefore be rejected.

Jean François Perrey, assignee of John Richardson, claims 340 acres, on the river Duchis, by court deed, dated 1st March, 1785. The same assignee of William Richardson claims 340 acres, on the river Duchis, by court deed, dated 1st March, 1785.

James Johnston, Esq., proves that the two tracts of land now claimed were respectively granted by the court to William and John Richardson, and surveyed; that there was not, to his knowledge, any improvement on either; that John Richardson remained eighteen months in the country, but William Richardson was never in it. These claims are rejected.

William McIntosh, assignee of the heirs of Peter Rimbault, sr., claims a donation to the heads of families.

François Langudoc proves that Pierre Rimbault moved to New Orleans, before the Americans took possession of the country, and never returned since.

Pierre Rimbault never being an American citizen, could not be entitled. His claim is therefore rejected.

The heirs of *François Racine* claim the donation to heads of families.

Pierre Querré proves that François Racine died in 1764. He could not then be an American citizen: the claim is therefore rejected.

The heirs of *Andrew Roy* claim 400 acres, in right of improvement, near the Dry Wood swamp.

Louis Delaurier proves that Andrew Roy, about 20 years ago, marked some trees on the land claimed, but that he neither built nor cultivated.

The claim is rejected.

Daniel Smith, heir of William Smith, claims 400 acres on the waters of the Wabash, in right of improvement.

John Martin proves that William Smith built a cabin and enclosed a piece of ground in the commons near Vincennes, but did not know of his having made any kind of cultivation.

William Smith's heir cannot be entitled; and moreover, the cabin built appears to have made a part of the village of Vincennes. The claim is therefore rejected.

Jacob Tivebaugh claims 400 acres, in right of improvement, on the waters of Mill creek.

Jacob, Charles, and Daniel Thorn prove that claimant cleared about two acres on the land claimed in the year 1787, cut some house logs, but made no cultivation. For want of actual cultivation, the claim is rejected.

The heirs of *Samuel Wortman* claim 400 acres, in right of improvement, above the Grand rapids.

Michael Thorn proves that Samuel Wortman had this land surveyed in the year 1785; that he deadened some trees on it; left the country in the spring of 1788, and was killed on his return in the spring following.

Here appears but little cultivation and no improvement. This claim is therefore rejected.

Thomas Wells claims 400 acres of land, on Mattson's spring run, by court deed, dated 20th May, 1784, and improvement.

Sebastian Frederick's deposition, filed and registered, proves that the trees of about two acres of the land claimed were deadened, some house logs cut, and that he assisted in carrying the chain in the surveying of it.

Here appears no kind of cultivation. The claim is therefore rejected.

George Wallace, assignee of the heirs of Peter Barrickman, claims 50 acres, a sugar camp right.

George Wallace has entered this claim as already confirmed by the governor, and as evidence thereof filed an order of survey, directing the public surveyor to survey for the heirs of Peter Barrickman 50 acres of land granted them by the governor in right of a sugar camp, signed by John Gibson, secretary of the Territory. The secretary, after an examination of the records of the Territory, certifies that no such grant was ever made, and that the above order of survey was given through mistake. This claim is therefore rejected.

Andrew Cearhart's heirs claim 400 acres, in right of improvement, on the head waters of the river Duchis.

Frederick Barger proves that there was an acre cleared on said land in 1787, peach and apple trees growing, and a cabin built; that the Indians having that evening killed a man in the neighborhood, he

was obliged to abandon his improvement and retire to the village; that he was a single man and was afterwards drowned in the White river. Benjamin Beckes, Esq., proves that he knew Andrew Cearhart, who lived with him several months; that he showed to said Andrew, in 1785, the land on which he improved; that he, Beckes, frequently saw the improvement, which consisted of a turkey pen and three-fourths of an acre whereon the trees had been deadened; that he never saw any peach trees growing, and that he was, in 1786, drowned in the White river, on his return home.

From the circumstances of the general alarm created by the murder of a man by the Indians, before Frederick Barger saw the improvement whereon this claim rests, and the lateness of the hour, it appears that his observations must be transitory and imperfect. The deposition, then, of Benjamin Beckes, who saw the place frequently, and at his leisure, must be chiefly relied on; and nothing is therein contained that can bring the present case within the meaning of the law of 1791, requiring improvement and cultivation. The claim is therefore rejected.

Antoine Lefevre, jr., claims 400 acres as a donation to the heads of families.

Pierre Querré proves that he knows claimant from the year 1762; that he was not married until 1787; but that in the year 1783, he had a house in this town, his own property, and supported his father and mother, who lived with him.

Though, by an equitable construction of the 2d section of the act of 1791, the benefit thereof has been, by former decisions of the governors, extended to single men who kept house themselves; yet this case is by no means similar, for the father of the claimant was in fact the head of the family, of which the son made a part, and has been considered as such, for his children have received, as his heirs, the donation to which he was entitled. See document B. Two heads of a family could not exist at one and the same time. The claim is therefore rejected.

William McIntosh, assignee of Louis Pluchorn, called St. Louis, claimed the salt spring on the Saline creek, emptying into the Ohio.

The spot laid claim to by William McIntosh, does not lie within the district of Vincennes. The commissioners therefore decline expressing any opinion on this claim; and moreover, they will observe that no evidence has been adduced in support of it.

Louis Delaurier claims 50 acres, a sugar camp right.

François Campagnotte proves, that about twenty years ago, claimant had a sugar camp on land now of General Gibson, and James Johnston, Esq.; that he made sugar thereon for ten years, and until obliged to abandon by the persons living on the land.

The origin of this claim cannot be traced up to the time of the British government. It cannot therefore come under the description of an ancient grant. The claim is rejected.

Antoine Querre claims 150 acres on Muddy run, in right of improvement.

Louis Frederick proves that claimant made an improvement, in a vacancy of about 150 acres, lying between Louis Frederick, John Reed, Jeremiah Mayes, Peter Frederick and Frederick Lindy, about two years ago, of about one acre. That he built a house, wherein he has lived for these twelve months.

This improvement being made posterior to March, 1791, cannot, notwithstanding his subsequent actual settlement and residence, entitle the claimant. His claim is therefore rejected.

François Hamelin claims 136 acres on the northwest side of the Wabash, in right of improvement.

Pierre Querré proves that François Hamlin has lived on the land claimed, for the space of eight or nine years, and has cultivated it ever since.

This improvement, cultivation, and actual settlement, would have entitled the claimant to this land, if begun previous to the 3d March, 1791, but being posterior to that date, it cannot come within the purview of the act of Congress. The claim is therefore rejected.

The heirs of *Jean Baptiste Racine* claim 50 acres, a sugar camp right.

Charles Delisle proves Jean Baptiste Racine to have made sugar several years ago, but he cannot state when he began, above the little rock on the east side of the Wabash.

This claim is not proved to have originated either under the French or British governments, and is therefore rejected.

Christopher Wyant, assignee of Pierre Cartier, claims 50 acres, a sugar camp right, near where Abel Westfall now lives.

Alexander Valle proves, that at least twenty-five years ago, Pierre Cartier had a sugar camp at the above described place. This cannot be considered as an ancient possession, the only ground on which a sugar camp right can be confirmed. This claim is therefore rejected.

The heirs of *Jean Baptiste Poteven*, alias Harpins or Arpin, claim 136 acres below the lower prairie, in right of improvement.

Joseph Cartier proves, that about eighteen years ago, he cleared about an acre and a half of the land, claimed for the said Jean Baptiste Harpin, deceased. This claim, for want of proof of cultivation, is rejected.

James Gilbreath, assignee of James Strong, claims 400 acres, in right of improvement, on Mehl's run.

Daniel Thorn proves, that he knew one Strong, in 1786, who made an improvement on Mehl's creek, consisting of a cabin, built nearly to the joists, planted peach stones, sowed apple seed, made brush

heaps, and planted half an acre in corn. That there was no other person in the country of the name of Strong, to deponent's knowledge. He had a family who never were here, left the country the following year and never returned.

The want of residence, although some kind of cultivation, proves that Strong never seriously intended to become a settler in the country, and to persons of that description alone can the benefits of the acts extend. The claim is therefore rejected.

Robert Buntin, assignee of Bonaventure Derozier, claims 400 acres, in right of improvement, about two leagues northeast of Vincennes.

An improvement claim of Bonaventure Derozier has already been acted upon by the governor, who granted 136 acres thereupon, and which are now claimed by Benjamin D. Price, (document A.) From every information that has been obtained on the subject, a strong presumption arises, that the improvement on which the governor made the grant, and the one now claimed, are one and the same improvement. This claim is therefore rejected.

The heirs of *Joseph Lafeuillade, jr.*, claim 100 acres, a militia donation.

François and Charles Languedoc prove, that Joseph Lafeuillade, jr., was drowned in the year 1786, then of full age.

Though Joseph Lafeuillade was at the time of his death liable to military duty, yet the letter of the act of Congress making it necessary to have done militia duty, and to be on the roll on the 1st August, 1790, lay the commissioners under the necessity of rejecting this claim.

Alexis Adeline claims 136 acres in right of improvement, on Racoon creek.

In support of this claim an affidavit of Francois Languedoc has been filed, proving that in the year 1790, deponent saw claimant at work upon land claimed; that he had cleared about one acre and marked said land.

This claim, for want of cultivation, cannot be granted by the commissioners. It is therefore rejected.

Daniel Smith, as assignee of Alexis Adeline, and the said Alexis Adeline in his own right, each of them claims a militia donation of 100 acres for the said Alexis.

In support of this claim the deposition of François Potoin has been filed with the register, stating he saw Alexis Edeline on the parade with his arms in the month of August, 1790. The commissioners, on examining the church books, find that Alexis Edeline was at that time 13 years and four months old. No proof is adduced that he was on the roll on the first of August, 1790, or had previously done militia duty; both the said claims are therefore rejected.

Abraham Fry Snapp, assignee of Simon Spring, claims 340 acres by a court grant, dated September 17th, 1783, between the river Marie and Bosseron.

Moses Decker proves that he knew Simon Spring in 1786, that he continued here about two years. That he has heard that Spring had made an improvement at a place called the Plumb Orchard, but he never saw it. Louis Severe proves that Spring in the year 1785, showed him an improvement said by Spring to have been made by him on a tract of land between the river Marie and Bosseron belonging to him; that the improvement consisted of a cabin, more than an acre of ground cultivated, fenced with a rail fence and peach trees planted.

The first deposition can have no weight, being but hearsay evidence; the second only proves that the improvement was declared by Spring to be his own and made by him, which he might have said of any other spot, and this deposition is still less conclusive than the first, being only the assertions of an interested person. The claim is therefore rejected.

Louis Delaurier claims 136 acres in right of improvement, on the western bank of the Wabash, below Racoon creek.

Francois Campagnotte proves that eighteen or twenty years ago, claimant took up 4 by 40 arpents (136 acres) built a cabin and planted fruit trees. No cultivation being proved, the claim is rejected.

F.

Claims rejected for want of evidence.

ANCIENT FRENCH OR BRITISH GRANTS.

In whose right claimed.	Present claimants.	Quantity.
Carrierre	Heirs of Carrierre	50
Carrierre	Heirs of Carrierre	68
Racine, Mary	Mary Racine	68
St. Marie, Pierre	Pierre St. Marie	50

F.—Continued.

CLAIMS UNDER COURT DEEDS.

In whose right claimed.	Present claimants.	Quantity.
Ails, Amos	Amos Ails	400
Ails, Amos	Amos Ails	400
Ails, Stephen	Amos Ails	400
Ails, Stephen	Amos Ails	400
Brown, William	John Armstrong	423
Bergman, Christian	Alexander Fowler	340
Barrackman, John	John Barrackman	400
Bradley, Samuel	Samuel Bradley	400
Beckes, Permenas	Abraham Johnston	400
Brown, Joseph	Amos Ails	400
Brown, Francis	Francis Brown	400
Blackford, John	John Blackford	136
Blackford, Reuben	Heirs of Reuben Blackford	136
Brown, James	James Brown	136
Cooperwright, Henry	Henry Cooperwriter	340
Cooperwright, George	Heirs of George Cooperwriter	340
Cedeler, Jacob	Christian Howe	340
Cardine, John	William Cochran	340
Cardine, John	Alexander Fowler	34
Cardine, John	Alexander Fowler	136
Carmichael, Patrick	Patrick Carmichael	136
Devenue, Samuel	Samuel Devenu	400
Day, John	John Day	400
Day, Robert	Robert Day	400
Dixon, Henry	Amos Ails	340
Hamilton, William	William Hamilton	400
Howel, David	John R. Jones	340
Howel, William	John R. Jones	340
Henry, Moses	Daniel Sullivan, two tracts	340 & 200
Howel, Randre	Ralph Blackford	136
Jennings, Robert	Heirs of Robert Jennings	340
Lunsford, Anthony	Heirs of Anthony Lunsford	340
Legrande, Gabriel	John Armstrong	136
Long, Benjamin	Benjamin Long	340
Morrison, John	John Morrison	136
Morrison, William	Heirs of William Morrison	340
McClelland, John	John McClelland	340
Nangle, Andrew	Andrew Nangle	120
Pyat, Benjamin	Samuel Bradley	340
Philips, Henry	Amos Ails	400
Popenve, Peter	Heirs of Peter Popenve	340
Radley, John (Bradley)	Samuel Bradley	400
Robinson, Andrew	Andrew Robinson	400
Squires, David	David Squires	400
Sinnet, Richard	Richard Sinnet	136
Thomas, James	Amos Ails	340
Wyant, Christopher	Alexander Fowler	136
Wilson, Thomas	Thomas Wilson	400
Worthington, William	Samuel Bradley	340
Worthington, James	James Worthington	400
Wyant, Jacob	Jacob Wyant	136
Wilkes, Joseph	Joseph Wilkes	340

CLAIMS IN RIGHT OF IMPROVEMENTS.

Bordeleau, Michel	Michel Bordeleau	400
Bordeleau, Antoine	The heirs of Antoine Bordeleau	400
Barrois, Jean Baptiste	John Baptiste Barrois	400
Bradley, Charles	Charles Bradley	400
Bradley, James	Charles Bradley	400
Campagnotte, Pierre	Pierre Campagnotte	136
Danis, Honoré	Heirs of Honoré Danis	400
Edeline, Louis	Heirs of Louis Edeline	400
Fernsley, James	James Fernsley	400
Forney, Anthony	Stase McDonough	400
Gamelin, Magdelene	Magdelene Gamelin	140
Grimmarre, Pierre, sr.	Heirs of Pierre Grimmarre	102
Hill, Thomas	Stace McDonough	400
Lunsford, Anthony	Heirs of Anthony Lunsford	400
Latrimouille, Jacques	Jacques Labrimouille	400
McMullin, James	James McMullin	400
Mallet, Pierre	Pierre Mallet	400
McQueen, James	James McQueen	400

F.—Continued.

In whose right claimed.	Present claimants.	Quantity.
Mays, Robert	Robert Mays	400
McQueen, Benjamin	Benjamin McQueen	400
Mills, Thomas	Thomas Mills	340
Pea, Henry	Henry Pea	400
Popenoe, Peter	Peter Popenoe	244–400
Ravalet, Louis	Louis Ravalet	68
Seguin, L. (Laderoute)	Seguin Louis (Laderoute)	400
St. Marie, Joseph	Robert Buntin	136
Thompson, Joseph	Joseph Thompson	400
Wilson Thomas	Thomas Wilson	400
CLAIMS FOR THE DONATION AS HEADS OF FAMILIES.		
Bonneaw, Nicholas	Nicholas Bonneaw	400
Bailey, John	John Bailey	400
Bartheaume, Noel	Noel Bartheaune	400
Bolon, Hyppolite	Hyppolite Bolon	400
Billet, P. (Beausoliel)	Pierre Billet	400
Cornoyer, Louis	Louis Cornoyer	400
Chicot, François	Joseph Gougas	400
Johnston, Ezekiel	Ezekiel Johnston	400
Levron, Widow	Widow Levron	400
Learche, Joseph	Joseph Larche	400
Lieointe, François	François Lieointe	400
Morrison, John	John Morrison	400
Richard, Marie Joseph	Pierre Querré and wife	400
Rimbault, Pierre, sr.	Pierre Rimbault	400
Racine, Andrew	Samuel Baird	400
Ravalet, Jean Baptiste	Louis Ravalet	400
Roderigo, Diego	Laurent Bazadone	400
CLAIMS TO THE DONATION AS MILITIAMEN.		
Carson, Alexander	Alexander Carson	100
Davis, Cornelius	Cornelius Davis	100
Hinton, Vachel	Vachel Hinton	100
Lesperance, J. Baptiste	Jean Baptiste Lesperance	100
Morrison, William	William Morrison	100
McMullin, James	James McMullin	100
McQueen, James	James McQueen	100
McQueen, Benjamin	Benjamin McQueen	100
Robinson, James	James Robinson	100

G.

Cases not embraced by any act of Congress.

No. 1.

The United Wabash and Illinois Land Companies claim a tract of land lying between the mouth of a rivulet emptying into the Wabash river, about thirty-two leagues above Vincennes, and a place called Point Coupee, about twelve leagues above the said village, extending forty leagues eastward, and thirty leagues westward of the Wabash.

Another tract of the same dimensions from east to west, between the mouth of White river and the mouth of the Wabash; both said tracts conveyed to Louis Vivat for himself and associates, by deed signed by a number of Piankashaw Indians, therein called chiefs and sachems of Piankashaw nation of Indians, dated 18th October, 1785.

As a small part of the aforesaid tract lies within the district of Vincennes, the commissioners are under the necessity of taking notice of the claim.

It appears to the commissioners that this purchase was a private transaction between the Indians and an individual, in direct violation of the proclamation of the King of Great Britain, dated 7th October, 1763, and consequently illegal. And as no provisions are made in any of the laws of the United States for claims of this nature, the commissioners reject them.

No. 2.

The French inhabitants of Vincennes claim a tract of twenty-four leagues square, joining the tracts claimed by the Illinois and Wabash Land Companies.

The only evidence in support of this claim, is a reservation contained in the above-mentioned deed from the Indians, of the intermediate space between the above two tracts, for the use of the inhabitants of Vincennes. This reservation can be no more than the manifestation of the intention of the Indians to make the grant, and cannot be considered as a real transfer, but, admitting it was, the deed itself being illegal and void, this claim must be rejected.

No. 3.

Upper prairie.

The several persons to whom or to whose assigns the several tracts of the Upper prairie have been confirmed, (as will more fully appear by reference to a map of the prairie, document I, wherein the names of the respective claimants are inserted,) having claimed the several tracts contained within lines A, B, B, C, the Elm road C, D, D, K, the line K, I, and the Wabash, known by the denomination of continuation, held under Indian deeds, and in quiet possession of the several owners thereof, for at least twenty-five years.

The original titles to the several tracts here alluded to, being derived from Indian purchases unauthorized by law, the governors have refused to act upon such claims, under the impression that those cases did not come within the power delegated to them, and the commissioners being of the same opinion with regard to the authority vested in them, refer the whole to Congress, the only competent tribunal to decide thereon.

They will, however, observe, that the present claimants may plead the same length of the possession, by which Congress was induced to grant by section 3d, of the act of March, 1791, the Indian fields to the several possessors thereof, and beg leave to suggest the propriety of legislative interference.

N. B.—The contents of the several tracts alluded to above, and claimed as continuations, amount in the whole to two hundred and forty-three acres, and one hundred and one perches.

No. 4.

The heirs of François Bosseron and Ambroise Dagenet claim an uncertain quantity of land by a grant from the court to François Bosseron and Ambroise Dagenet, dated November 20, 1783, beginning on the northwest side of the Wabash, opposite to Point Coupeé, about three miles from the Wabash, thence running at right angles with the Wabash, until it strikes the river Embarras, thence down the said river Embarras, to within three miles west of the Wabash, thence up the said Wabash, and parallel with the several courses thereof at the distance of three miles therefrom to the place of beginning, granted by order of Nicholas Parrot, Pierre Gamelin, and Pierre Querré, magistrates, and signed by Gabriel Legrand, clerk of the court.

Thomas Flower claims an undivided third part of an undivided seventh part of the above entire grant, as assignee of the heirs of the aforesaid François Bosseron.

Thomas Flower, assignee of Ambroise Dagenet and Bosseron, claims an uncertain quantity, part of the aforesaid grant.

Thomas Flower claims an undivided third part of an undivided fourth part of a grant, made by the court to Pierre Querré, father, and Pierre Querré, son, of a tract beginning at the river Marié to White river, and about ten leagues deep, excluding from the said grant any land they may have been already granted, as assignee of Pierre Querré, father.

The heirs of Isaac Decker, assignee of Pierre Querré, father, claim 2,000 acres, part of the preceding grant.

Jonathan Purcell, assignee of Pierre Querré, claims 5,000 acres, part of same grant.

Thomas Flower, assignee of Pierre Querré, claims 20,000 acres, part of the same grant.

Thomas Flower claims an uncertain quantity, as assignee of the said Pierre Querré.

Thomas Flower claims an undivided third part of an undivided moiety of an entire grant from the court to Pierre Gamelin and Nicholas Parrot, dated 20th November, 1783, lying between Point Coupeé and river Marié, ten leagues deep, excluding from the said grant any land that may have been already granted, as assignee of Pierre Gamelin.

Thomas Flower, as assignee of Pierre Gamelin, claims 41,000 acres, part of the preceding grant.

Jonathan Purcell, assignee of Pierre Gamelin and Nicholas Parrott, claims 27,500 acres, part of the foregoing grant.

William Purcell, assignee of Pierre Gamelin and Nicholas Parrot, claims 1,000 acres, part of the same grant.

Andrew Purcell, assignee of Pierre Gamelin and Nicholas Parrott, claims 1,000 acres, part of the same grant.

Without dwelling on the extraordinary circumstances of the above recited supposed grants, wherein the members of a court of justice have made to each other such unusual donations, and appropriated to themselves such a large and valuable part of the country, the commissioners will observe that the State of Virginia never authorized the courts to grant lands; that, after the cession, Congress, taking into consideration the hard case of a number of inhabitants, who, under the impression that these grants were good, had moved into Vincennes and the Illinois country, benevolently stepped in, by the act of 1791, and directed the governors of the Territory to confirm claims of that description, provided the land claimed had been actually improved and cultivated, not exceeding 400 acres to any one person.

Considering, therefore, the present claims as grounded upon a transaction fraudulent *ab initio*, entirely unusual, (the same court never having before granted more than 400 arpents, or 340 acres, with a clause of actual settlement thereto annexed,) and not contemplated by the act of 1791, reject in toto all the foregoing claims.

Special cases.

H.—No. 1.

The two following cases being so peculiarly confused and blended together, put the commissioners under the necessity of making a special report thereon, giving therein a circumstantial history of the whole; stating the inferences they draw therefrom, and, finally, suggested their own decision.

A.

Amongst the claims contained in Judge Vanderburg's notice, entered on the first day of January, 1804, as settled and written in his own hand, is to be found the following, viz: [28,] one other tract of 160 arpents, joining the two last-mentioned tracts confirmed and ordered to be surveyed by order of the governor of the Territory for Angelique Racine, only heir of Jean Baptiste Racine, called Beauchain, her father, and by the said Angelique and L. Denoyon, her husband, assigned to the said Henry Vanderburgh.

To which is annexed the following general certificate, written in the same hand, and signed by the secretary of the Indiana Territory.

B.

SECRETARY'S OFFICE, *December* 31, 1804.

I, John Gibson, secretary of the Indiana Territory, do certify that I have carefully examined the foregoing claims to land, from number one to number thirty-four inclusive, the property of Henry Vanderburg, Esquire, and that they have all been confirmed and ordered to be surveyed by the different governors of the Territory, as appears of record in the said office. Given under my hand at Vincennes the day and date above written.

JOHN GIBSON, *Secretary Indiana Territory.*

C.

The same Henry Vanderburgh entered on the same day a notice written and signed by him with the name of Angelique Racine, in the words following, viz:

Notice to, &c., of the land claimed by Angelique Racine, as heir to her father, Jean Baptiste Racine dit Beauxchain.

A tract of 160 arpents confirmed and ordered to be surveyed by the governor of the Territory, a certified copy of which is herewith delivered. Here follows the location.

Enclosed in the above notice, and in support of the last and foregoing claims, was the following certificate in the same Henry Vanderburgh's handwriting, except the words alias Beauxchain, and signed by the secretary of the Territory.

D.

I certify that there is an order of the governor of the Territory, in my office, to survey for Angelique Racine, as heir of her father Jean Baptiste Racine, one hundred and sixty arpents of land, also one other tract for 160 arpents of land to the said Angelique Racine, as heir to her father Jean Baptiste Racine, alias Beauxchain.

JOHN GIBSON, *Secretary Indiana Territory.*

Underneath the above certificate is written in the same hand as follows, viz: one of the above tracts has been conveyed to Henry Vanderburgh, and is entire with his claims.

In the record of Winthrop Sergeant's entries of claims to land made in 1797, book B, are found the following entries respectively numbered by number 51, and 129, in the handwriting of the said Henry Vanderburgh.

Angelique Racine 4 arpents by 40, at the big hill, which was granted and allotted to her father, François Racine, upwards of thirty years ago.

Pierre Cartier and Jean Baptiste Potovin prove the grant, allotment, and cultivation, in which they aided, in company with the said Racine. The land is three miles east of the village, or thereabout. Decotteaux also proves the above.

F.

The heirs of *Jean Baptiste Beauxchain*, one of the first settlers of this country, claim 160 arpents of land joining the donation.

The land has been called for more than forty years Beauxchain's cote, after the owner's name. This land, from the best information, though not positively proven, seems to have been assigned him by the governor of this place upwards of forty years ago.

The claim, therefore, appears to have gained strength from its great antiquity, and from this consideration we are induced to recommend it to your particular attention. Beauxchain died in the country and never owned any other land.

When these claims were exhibited, Henry Vanderburgh was acting with others as commissioner to receive land claims, by appointment from Col. Sergeant.

In consequence of the foregoing entries, the following orders of survey were issued, as recorded in Winthrop Sergeant's book C, containing warrants of survey, pages 24 and 34.

G.

Angelique Racine, 4 arpents by 40, at the big hill, granted and allotted to her father, François Racine, upwards of thirty years ago, about three miles eastward of Vincennes.

H.

The heirs of Jean Baptiste Beauxchain, one hundred and sixty arpents of land joining the donation survey, the same agreeably to ancient boundaries, it appearing to have been very early in the family.

The first order of survey, marked G, is not executed; the land being included in the donation tract, is located on the west side of the Wabash, and is alluded to in the entry C, of Angelique Racine, who therein calls her father Jean Baptiste Racine, and not François.

The second order of survey, H, has been executed; the land surveyed in consequence thereof lies at

some distance south of the donation tract, and is alluded to in the entry A, of Henry Vanderburgh, the present claimant, wherein he is called Angelique Denoyons, father of Jean Baptiste Racine, *alias* Beauxchain. That the father of Angelique Racine should be named by the same person, in one place, A and C, Jean Baptiste Racine dit Beauxchain, in another, G, François Racine, and in a third, H and F, Jean Baptiste Beauxchain, were circumstances calculated to awaken suspicion, inasmuch as Henry Vanderburgh is son-in-law of Angelique Racine, formerly Mrs. Cornover, now Mrs. Denoyer, and could not be supposed to mistake the name of the father of his wife's mother.

The secretary of the Territory, to whom these suspicions were communicated, went into the examination of the books of Col. Sergeant, and sent to the commissioners the following letter, to which were prefixed the two orders of survey marked G and H, verbatim, as they stand on Col. Sergeant's record, properly certified and subscribed by him to the commissioners of the land office for the district of Vincennes:

"GENTLEMEN: On the 26th of December, 1804, I signed a certificate of which the following is a copy, viz: [here follows the certificate alluded to, inserted above, and marked D.] This certificate was given at the solicitation of Judge Vanderburgh, who assisted me, as secretary of the Territory, to compare the contents thereof with the original record in my office. I have since found that it was not conformable to the record, but that the confirmation to the two tracts of land therein mentioned, made by Col. Sergeant, were in the words and figures first above written. See G, and H. As the former certificate is erroneous and done through mistake, I beg you will make the necessary alterations therein so as it may comport with the original record.

"I am, gentlemen, &c.,

"JOHN GIBSON, *Secretary Indiana Territory.*"

With a view to throw some light on a subject involved in such obscurity, the commissioners examined François Racine, son of the late commandant, who, upon his oath, made the following answers to a series of questions put to him by the commissioner, page 1.

That the name of Angelique Racine's father was François Racine, called Beauchene.

That the name of his own father is Jean Baptiste Racine, called of distinction sake *St. Marie*, formerly commandant under the British government at this place. That François Racine was never called Jean Baptiste.

That the hill above Abraham F. Snapp's mill was called the *grand cote* and *cote à Beauchene*, and was one and the same place; that he never knew a man by the name of Jean Baptiste Beauchene, from which it appears evident that a grant of one hundred and thirty-six acres (one hundred and thirty-six arpents) was made to Angelique Racine, in right of her father François, at the *grand cote, the big hill;* that the union of the christian name of Jean Baptiste Racine, *alias* St Marie, the ancient commandant at this place, with Beauchene, the additional name of François Racine, and making the *big hill* and *cote à Beauchene*, which are one and the same spot, two different places, a second grant has been obtained for a person who never had an existence. That the two notices entered by Judge Vanderburgh for himself, as assignee of Angelique Connoyer or Donnoyere, in right of her father, Jean Baptiste Racine, *alias* Beauchene, for one hundred and thirty-six acres, and by himself for the same Angelique, in the same right for a similar quantity, with the certificate, was surreptitiously obtained from General Gibson, and not with the record of Winthrop Sergeant, mentioned above.

The commissioners are therefore of opinion that the grant made to Angelique Racine, as heir to her father François, ought to be confirmed, although her notice is incorrect in claiming in the name of Jean Baptiste instead of François, her real father, and it is entered as such in the list of confirmed claims.

That the governor's grant to the heirs of Jean Baptiste Beauchene ought to be considered a nullity, as having been made to an ideal person, under a feigned name, made use of for the purpose of deceiving the governor. That Henry Vanderburgh, the present claimant, cannot be considered as an innocent purchaser, as the whole transaction, from the beginning, has been conducted by him and in his own handwriting, and that the land surveyed for the heirs of Jean Baptiste Beauchene still belongs to the United States.

No. 2.

Judge Vanderburgh entered his claim to one hundred acres of land, part of a donation tract, as assignee of Joseph Hamelin, to whom claimant says the same was granted as head of a family at Vincennes, before the year 1783. John Harbin has laid claim to the remaining three hundred acres, as assignee of the said Joseph Hamelin.

In the records of the Territory is found the grant of four hundred acres to one Joseph Hamelin, to whom No. 88 of said donation tract was allotted, now claimed by Richard Pollard as assignee, (document B,) and but one Joseph Hamelin is to be found on the record. The only support of the present claim is an order of survey from Arthur St. Clair, directed to Robert Bunton, surveyor of the public lands, found amongst the papers, whereof the following is a copy (see book B, page 250).

Survey for Joseph Hamelin four hundred acres of land, a donation as head of a family, contiguous to the donation tract, it having been proven to me that he is entitled as head of a family in 1783, but his name omitted when the list was made out; and this shall be your warrant.

ARTHUR ST. CLAIR.

ROBERT BUNTON, *Surveyor of Knox.*

DECEMBER 21, 1799.

The fact stated in the above order of survey, namely, that Joseph Hamelin's name had been omitted when the list was made out, is evidently a mistake, since, from the records of the Territory, it appears that a donation tract was in fact granted to one Joseph Hamelin, who drew No. 88.

They therefore reject these claims, as founded on the above order of survey. It remained then for the commissioners to consider this case as unsettled, on the presumption that there existed another man of the same name who might have been entitled, but of this they *have obtained no evidence.*

No. 3.

James Legerwood, assignee of William Page, 340 acres, by grant of the court, dated March 10, 1782.

The only support of this claim which has been entered and considered by claimant as settled, is an authenticated copy of the deed of court to William Page of the above-mentioned number of acres on the Mill creek, with the following words, evidently in governor St. Clair's handwriting, viz: "To be surveyed," endorsed on the back thereof, which copy was forwarded to governor Harrison, in the fall of 1804, together with sundry other papers and petitions, with annotations in the same handwriting, appearing to have been memoranda of said governor's decision thereon. Those papers were handed by governor Harrison to the register. No confirmation of the same claim appears in the records of the Territory. In addition to the above, it is to be observed that the land herein claimed has been two or three years in possession of the claimant, a bona fide purchaser, who lives and has made valuable improvements thereon.

The commissioners, without any evidence of cultivation and improvement, would have rejected this claim, but being induced to believe that it had been confirmed by governor St. Clair, although by him neglected to be entered in the territorial records, have come to a determination to consider this claim as confirmed, and have entered the same on their books accordingly.

No. 4.

François Hamelin and *Pierre Cabasier* have entered in the register's office their respective claims to donation rights, as heads of families at Cahokia, and have exhibited affidavits in support thereof.

The above claims may have been entered with the register of the Kaskaskia district; that consideration alone would justify the commissioners in declining to take them up.

But they are convinced that they have no power to enter into the investigation of claims which do not belong to their district, and therefore decline expressing any opinion on their merits.

COMMISSIONERS' OFFICE, *Vincennes, May* 27, 1812.

SIR: The commissioners for examining claimants' lands in the district of Vincennes, in pursuance of the act of Congress of the 30th day of April, 1810, entitled "An act providing for the sale of certain lands in the Indiana Territory, and for other purposes," beg leave to report:

That their examination being by the provision of the said act strictly confined to donations or gratuitous grants made by resolutions or acts of Congress, they have not gone into the merit of claims founded upon French or British grants, or supposed rights derived from concessions of courts and commandants, as not coming within the purview of the said act, and have therefore rejected them.

Document marked A is a list of such description of claims.

Document marked B is a list of claims coming within the purview of the law, but rejected for want of evidence in support thereof.

Document marked C is a list of claims exhibited to the former board of commissioners, and on which they had made their decisions, which are rejected as not entitled to the benefits of the said act.

Document marked D contains the claims, (and evidence in support thereof,) which, in the opinion of the commissioners, ought to be confirmed had they not been excluded by the provisions of the said act, confirming the benefits thereof to those who were minors, or absent at the time formerly appointed by law for registering claims to land.

Document marked E contains a list of claims which in the opinion of the commissioners ought to be confirmed, arranged conformably to the method adopted in their former reports, and exhibiting the original, the present claimants, and the persons to whom they ought to be respectively confirmed.

Document marked F contains a list of claims rejected on the merits, and the substance of evidence adduced in support thereof. And document marked G contains some special cases.

The imperious duties of the land office, the unavoidable interruptions arising therefrom, and the negligence of claimants in bringing their testimony, have been the principal causes which have protracted the conclusion of this business.

We are, sir, very respectfully, your obedient servants,

JOHN BADOLLET.
NATHANIEL EWING.

ALBERT GALLATIN, Esq., *Secretary of the Treasury.*

A.

A list of claims to lands, not embraced by the act of the 30th of April, 1810, entitled "An act providing for the sale of certain lands in the Indiana Territory, and for other purposes."

Original claimants.	Present claimants.	Quantity claimed.	Nature of the claim.
Arpent, Jean Baptiste	Jean Baptiste Arpent, heirs of	136 1-10 acres.	Ancient grant.
Benezette, François	François Benezette, heirs of	50 acres	Ancient grant.
Bardan, Madam	Madam Bardan	50 acres	Ancient grant.
Barrois, François, jr.	François Barrois, jr., heirs of	50 acres	Ancient grant.
Brouillette, Michel	Michel Brouillette, heirs of	50 acres	Ancient grant.
Bolon, Amable	Amable Bolon, heirs of	50 acres	Ancient grant.
Barrois, François, sr.	François Barrois, sr., heirs of	50 acres	Ancient grant.
Bordeleau, Michel	Michel Bordeleau, heirs of	50 acres	Ancient grant.
Bordeleau, Antoine	Antoine Bordeleau, heirs of	50 acres	Ancient grant.
Barrois, Jean Baptiste	Jean Baptiste Barrois	50 acres	Ancient grant.
Boneau, Pierre	Pierre Boneau	50 acres	Ancient grant.
Brouillette, Michel, sr.	Charles Villeneuve	400 acres	Improvement.
Brouillette, Michel, sr.	Michael Brouillette	400 acres	Improvement.
Bradley, Samuel	Samuel Bradley	400 acres	Improvement.
Bradley, John	John Bradley	400 acres	Improvement.
Baker, Joel	Joel Baker, heirs of		Improvement.
Barllerjon, Nicholas	Nicholas Barllerjon, heirs of	300 arpens	Ancient grant.
Boneau, Jean Baptiste	Jean Baptiste Boneau	50 acres	Ancient grant.
Bazinet, François	François Bazinet, heirs of	50 acres	Ancient grant.
Beckes, Parmenes	Joseph Johnston	400 acres	Improvement.
Crepeaus, Louis	Louis Crepeaus, heirs of	50 acres	Ancient grant.
Chartier, Joseph	Joseph Chartier, heirs of	160 arpens	Ancient grant.
Codere, Toussaint	Toussaint Codere, heirs of	50 acres	Ancient grant.
Cartier, Pierre	Pierre Cartier, heirs of	300 acres	Improvement.
Carron, Victal	Victal Carron, heirs of	160 arpens	Ancient grant.
Catholic church of St. François	Catholic church of St. François	160 arpens	Ancient grant.
Deleawirer, Jean Baptiste	Jean Baptiste Deleawirer	50 acres	Ancient grant.
Deleawirer, Louis	Louis Deleawirer	50 acres	Ancient grant.
Duchenê, Jean Baptiste	Jean Baptiste Duchenê, heirs of	50 acres	Ancient grant.
Dudevoire, Charles	Charles Dudevoire, heirs of	50 acres	Ancient grant.
Drouet, widow dit Richarville	Antoine Drouet	80 arpens	Ancient grant.
Dagenay, Ambroise	Ambroise Dagenay, heirs of	50 acres	Ancient grant.
Decker, Moses	Moses Decker	400 acres	Improvement.
Decker, John	John Decker	400 acres	Improvement.
Ducharme, Joseph	Joseph Ducharme	50 acres	Ancient grant.
Edeline, Louis	Louis Edeline, heirs of	50 acres	Ancient grant.
Elper, ——	—— Elper		Improvement.
Ford, Kyah	Kyah Ford	160 arpens	Ancient grant.
Foreman, Thomas	Thomas Foreman	400 acres	Improvement.
Field, Keen	Keen Fields		Improvement.
Gamelin, Pierre	Pierre Gamelin, heirs of	50 acres	Ancient grant.
Glaze, Adam	Adam Glaze	400 acres	Improvement.
Henry, James	James Henry, heirs of	400 acres	Improvement.
Hamilton, William	Jacob Yoder	400 acres	Improvement.
Heap, Henry	Henry Heap, heirs of	400 acres	Improvement.
Hollady, Hezekiah	Hezekiah Holladay	400 acres	Improvement.
Harbin, Joshua	Joshua Harbin, heirs of	400 acres	Improvement.
Jennings, Robert	Robert Jennings, heirs of	400 acres	Improvement.
Langueds, Charles	Charles Langueds, heirs of	50 acres	Ancient grant.
Lefevre, Bernice	Bernice Lefevre, heirs of	50 acres	Ancient grant.
Lamoureu, Joseph	Joseph Lamoureu, heirs of	50 acres	Ancient grant.
Lafontaine, Etienne	Etienne Lafontaine, heirs of	80 arpens	Ancient grant.
Lardoine, Amable	Amable Lardoine, heirs of	50 acres	Ancient grant.
Levens, James	James Levens, heirs of	400 acres	Improvement.
Lognon, Joseph	Joseph Lognon	50 acres	Ancient grant.
Lamoureux, Joseph	William Perry, heirs of	480 arpens	Improvement.
Lamoureux, Joseph	William Perry, heirs of	50 acres	Ancient grant.
Mekl, Martin	Abraham Johnson	400 acres	Improvement.
Maisonville, Joseph, jr.	Joseph Maisonville, jr., heirs of	50 acres	Ancient grant.
Mayotte, Nicholas	Nicholas Mayotte	50 acres	Ancient grant.
Mallet, Louis, sr.	Louis Mallett, sr., heirs of	50 acres	Ancient grant.
Mallet, Pierre	Pierre Mallet, heirs of	50 acres	Ancient grant.
Mayotte, Nicholas	Nicholas Mayotte, heirs of	50 acres	Ancient grant.
Moredock, John	John Moredock	400 acres	Improvement.
Mail, Frederick	Frederick Mail	100 acres	Improvement.
McGrue, Joseph	Joseph McGrue	400 acres	Improvement.
Mulligan	—— Mulligan, heirs of	400 acres	Improvement.
Mulligan, ——, sr.	—— Mulligan, sr.	400 acres	Improvement.

A.—*List of claims to lands*—Continued.

Original claimants.	Present claimants.	Quantity claimed.	Nature of the claim.
Mallet, François	François Mallet, heirs of	160 arpens	Ancient grant.
McKey, Samuel	Samuel McKey, heirs of	29 arpens	Ancient grant.
Mallet, François	François Mallet, heirs of		Ancient grant.
Naw, Michael	Michael Naw, heirs of	50 arpens	Ancient grant.
Pelletier, François	Pierre Pelletier	50 acres	Ancient grant.
Pluchon, Louis	Louis Pluchon, heirs of	50 acres	Ancient grant.
Page, Joseph	Guillaume Page, heir	50 acres	Ancient grant.
Pusley, Thomas	Thomas Pusley		Improvement.
Querre, Pierre	Pierre Querre, heirs of	160 arpens	British grant.
Richard, Angus	Angus Richard, heirs of	50 acres	Ancient grant.
Reed, William	William Reed	400 acres	Improvement.
Richards, ——	—— Richards	400 acres	Improvement.
Richards, ——	—— Richard, heirs of	50 acres	Ancient grant.
Selby, Thomas	Thomas Selby		Improvement.
Springle, Michael, sr.	Michael Springle, sr.	400 acres	Improvement.
Springle, Jacob	Jacob Springle	400 acres	Improvement.
Springle, Michael, jr.	Michael Springle, jr.	400 acres	Improvement.
Sullivan, Daniel, sr.	Daniel Sullivan, jr.	400 acres	Improvement.
Spring, Simon	Simon Spring	400 acres	Improvement.
St. Dizier, ——	—— St. Dizier, heirs of	50 acres	Ancient grant.
St. Marie, Joseph	Joseph St. Marie	160 arpens	Ancient grant.
St. Marie, François Bourbon.	François St. Marie Bourbon, heirs of	50 acres	Ancient grant.
St. Marie, Jean Baptiste	Jean Baptiste St. Marie, heirs of	50 acres	Ancient grant.
Teverbaugh, Jacob, sr.	Jacob Teverbaugh, sr.	400 acres	Improvement.
Thorn, Michael	Michael Thorn	100 acres	Improvement.
Up, Jacob	Jacob Up	400 acres	Improvement.
Villeneuve, Charles	Charles Villeneuve, heirs of	50 acres	Ancient grant.
Villeray, Jean Baptiste	Jean Baptiste Villeray, heirs of	50 acres	Ancient grant.
Wells, Thomas	Jacob Warrick	400 acres	Improvement.

B.

A list of claims in support of which no evidence has been exhibited, and have consequently been rejected.

In whose right claimed.	Present claimants.	Quantity claimed.	Nature of the claim.
Barron, Pierre	Pierre Barron	100 acres	Militia donation.
Butteaux, ——	—— Butteaux, heirs of	400 acres	Donation.
Barron, Charles	Charles Barron	100 acres	Militia donation.
Bonvouloir, Pierre	Pierre Bonvouloir, heirs of	400 acres	Donation.
Constant, Jean Baptiste	Jean Baptiste Constant, heirs of	400 acres	Donation.
Chaurete, Jean Baptiste	Jean Baptiste Chaurete	100 acres	Militia donation.
Drenon, Jacob	Jacob Drenon, heirs of	100 acres	Militia donation.
Decker, Samuel	Samuel Decker	100 acres	Militia donation.
Epler, ——	—— Epler	100 acres	Militia donation.
Fields, Keen	Keen Field	100 acres	Militia donation.
Jordan, Thomas	Thomas Jordan	400 acres	Militia donation.
Levins, James	Thomas Levans	400 acres	Militia donation.
Lassell, Jacques	Jacques Lassell, heirs of	400 acres	Militia donation.
Levins, James	James Levins	100 acres	Militia donation.
Levins, Richard	Thomas Levins	100 acres	Militia donation.
Morin, Louis	Louis Morin, heirs of	400 acres	Donation.
Mallet, François, jr.	François Mallet, jr.	100 acres	Militia donation.
Mulligan, ——	—— Mulligan, heirs of	100 acres	Militia donation.
Mulligan, ——, sr.	—— Mulligan, sr.	100 acres	Militia donation.
McGowen, William	William McGowen	100 acres	Militia donation.
Pusley, Thomas	Thomas Pusley	100 acres	Militia donation.
Romagot, Mariann	Mariann Romagot, heirs of	400 acres	Donation.
Richards, ——	—— Richards, widow	400 acres	Donation.
Rose, Benjamin	Benjamin Rose	100 acres	Militia donation.
Selby, Thomas	Thomas Selby	100 acres	Militia donation.
Saverns, Bryant D.	Bryant D. Saverns	100 acres	Militia donation.
Smith, Hugh	Hugh Smith, heirs of	400 acres	Donation.
Scoggans, Jonas	Thomas Levins	400 acres	Donation.
Trottier, François	François Trottier, heirs of	400 acres	Donation.
Thompson, Joseph	Joseph Thompson	100 acres	Militia donation.
Wortman, Samuel	Samuel Wortman	400 acres	Donation.
Yoder, Jacob	Jacob Yoder	400 acres	Donation.

C.

A list of claims heretofore exhibited to the former commissioners.

Original claimants.	Present claimants.	Quantity claimed.	Nature of the claim.	Observations.
Berthume, Noel.....	Andre St. Marie Racine.....	400	Donation	Presented to the former commissioners.
Barril, François	François Barril, heirs of.....	400	Donation	Granted by the former commissioners.
Cornoyer, Louis.....	Louis Cornoyer, heirs of	400	Donation	Presented to the former commissioners.
Dumay, Ambroise	Ambroise Dumay	400	Donation	Granted by the former commissioners.
Esparance, Jean Baptiste.....	Jean Baptiste Esparance	100	Militia donation	Presented to the former commissioners.
Grimmare, Charles	Charles Grimmare	100	Militia donation	Presented to the former commissioners.
Labreche, Paul	Paul Labreche, heirs of	100	Militia donation	Presented to the former commissioners.
Renealt, François, alias Urno	François Renault, heirs of, alias Urno	400	Donation	Granted by the former commissioners.
Rembeault, Pierre	Pierre Rembeault, heirs of	400	Donation	Granted by the former commissioners.
Thorn, Solomon	Solomon Thorn	100	Militia donation	Granted by the former commissioners.

D.

A transcript of rejected claims which, in the opinion of the commissioners, ought to have been confirmed had they not been barred by the 4th section of the act of Congress, entitled "An Act providing for the sale of certain lands in the Indiana Territory, and for other purposes."

The claim of the heirs of *François Pettier* for a donation of 400 acres.

It is proved that François Pettier, father of the claimant, lived at Vincennes before and after the country was taken possession of by the Americans; that he kept house, and died about 20 years ago; that Pierre Pettier is the only surviving child, and has always lived at Vincennes. By reference to the records of the Catholic church, it further appears, that Pierre, the only surviving child and heir, was born in February, 1783, and was of course of age when the register office was first opened for receiving notices of claims. The opinion of the commissioners is, that the claim is just, but as the claimant was neither a minor, or an absentee during the time allowed by law for registering claims to land, it is rejected on that ground only.

The claim of *Rene Campeau* for a militia donation of 100 acres.

It is proved that claimant was on the militia roll at Vincennes, from the year 1786, until the year 1795. By the act of 3d of March, 1791, claimant would be entitled; but his absence from the Territory during the time allowed by law for registering claims to land, not being proved, the claim is rejected on that ground.

The claim of *François Cardinal* for a militia donation of 100 acres.

It is proved that claimant did militia duty at Vincennes under deponent for two years previous to the marching of Col. Hamtramck up the Wabash, (that is to say the fall of the year 1790,) and that he was ordered to march with said expedition. He, therefore, would be entitled under the above recited act; but it not being established that he was absent from the Territory during the time allowed by law for registering claims to land, the claim is rejected on that ground only.

The claim of the heirs of *Bernice Lefevre* for a donation of 400 acres.

It is proved that Bernice Lefevre was married and kept at Vincennes when Captain Helms took possession of the country, that he died in the year 1779, or 1780, that he left no children, but left two nieces and one nephew living in Vincennes. No evidence being adduced of the existence of any other legal representatives, under age or absent at the time fixed by law for registering claims to land, the present claim, which would under other circumstances be confirmed, is rejected for the want of such evidence.

The claim of the heirs of *Jean Baptiste Valcour* for a donation of 400 acres.

It is proved that the father of the claimant was at Vincennes when the Americans took possession of the country, that he had a family, lived and kept house therein, until about twenty-seven years ago, when he died; that his eldest son, who is now the only heir, according to one witness, is twenty-six or twenty-seven years old, and according to another witness forty-two years old, and has always lived in Vincennes. He, therefore, was neither a minor, nor an absentee, during the time allowed by law for registering claims to land. The claim, otherwise just, is rejected on the same ground as the preceding

E.

A list of claims to lands in the district of Vincennes, which, in the opinion of the commissioners, ought to be confirmed pursuant to an act of Congress of the 30th of April, 1810, entitled an act providing for the sale of certain lands in the Indiana Territory, and for other purposes.

Original claimants.	Quantity claimed in acres.	Present claimants.	Nature of the claim.	To whom confirmed.	Quantity confirmed in acres.
Auguein, Joseph	400	Joseph Auguein, heirs of	Donation	The heirs of Joseph Auguein	400
Boyer, Louis	400	Louis Boyer, heirs of	Donation	The heirs of Louis Boyer	400
Bonvouloir, Joseph	400	Joseph Bonvouloir, heirs of	Donation	The heirs of Joseph Bonvouloir	400
Becquet, Jean Bte	100	Jean Bte. Becquet	Militia donation	Jean Bte Becquet	100
Bazinette, François	400	François Bazinett, heirs of	Donation	The heirs of François Bazinette	400
Chartier, Michel	100	Michel Chartier, heirs of	Militia donation	The heirs of Michel Chartier	100
Culbertson, John	100	John Culbertson	Militia donation	John Culbertson	100
Cordere, Pierre	400	Pierre Cordere, heirs of	Donation	The heirs of Pierre Cordere	400
Caileau, Pierre	400	Pierre Coileau, heirs of	Donation	The heirs of Pierre Caileau	400
Cardinal, Nicholas	400	Nicholas Cardinal, heirs of	Donation	The heirs of Nicholas Cardinal	400
Cummings, Peter	400	Peter Cummings	Donation	Peter Cummings	400
Dumay, Jacques	400	Jacques Dumay	Donation	Jacques Dumay	300
Denoyon, Louis	400	Louis Denoyon, heirs of	Donation	The heirs of Louis Denoyon	400
Denoyon, Toussaint	400	Toussaint Denoyon, heirs of	Donation	The heirs of Toussaint Denoyon.	400
Depron, Guillaume	400	Guillaume Depron, heirs of	Donation	The heirs of Guillaume Depron	400
Du Rocher, Joseph	400	Joseph Du Rocher, heirs of	Donation	The heirs of Joseph Du Rocher	400
Godefroy, Jacques	400	Jacques Godefroy	Donation	Jacques Godefroy	400
Johnston, Ann, widow of Ezekiel Johnston	400	James Baird	Donation	James Baird	400
Johnston, Ezekiel	400	Ezekiel Johnston, heirs of	Donation	The heirs of Ezekiel Johnston	400
Keerhart or Gehrhardt Ezekiel	100	Andrew Keerhardt or Gehrhardt, heirs of	Militia donation	Heirs of Andrew Keerhart or Gehrhardt.	100
La Plante, Joseph	400	Joseph La Plante	Militia donation	Joseph La Plante	100
Le Vrie, Pierre	100	Pierre Le Vrie	Militia donation	Pierre Le Vrie	100
La Fontaine Etienne	400	Etienne La Fontaine, heirs of	Donation	The heirs of Etienne La Fontaine.	400
La Guarde, Jean Bte	400	Jean Bte. La Guarde, heirs of	Donation	The heirs of Jean Bte. La Guarde	400
L'Ardoine, Amable	400	Amable L'Ardoine, heirs of	Donation	The heirs of Amable L'Ardoine	400
Peineau, Mariann	400	Mariann Peineau, heirs of	Donation	The heirs of Mariann Peineau	400
Ruland, Israel	400	Israel Ruland	Donation	Israel Ruland	400
Reindo, Joseph Joachim	400	Joseph Joachim Reindo	Donation	Joseph Joachim Reindo	400

F.

A transcript of claims which have been rejected on their merits.

The claim of the heirs of *Pierre Borgne*, alias *Belfin*, for a donation of 400 acres.

It is proved that Pierre Borgne came to Vincennes a soldier under Gen. Clark in the year 1779, that he was a single man, rented deponent's house for a year, wherein he worked at his trade in partnership with one Cantara, for about nine months, after which, he went and lived with one Lavislitte, about three months, at the end of which, he left the country, and has never lived in it since; of the circumstances stated, not one is of such a nature as to bring this case under the act of Congress of the 3d of March, 1791. The claim is therefore rejected.

The claim of the heirs of *Charles Bonneau* for a donation of 400 acres.

It is proved that claimant's father came to Vincennes before the Americans took possession of the country; that he kept house; but no evidence being adduced to establish the precise time of his death, whether before or since the expedition of Gen. Clark, the claim is rejected.

The claim of *Samuel Bradley* for a militia donation of 100 acres.

It is proved that claimant came to Vincennes, in the year 1785, lived and did militia duty therein until 1788, went to Illinois and returned in 1789, that he then went to Kentucky to join his family, whom he moved to Vienna on Grand river. That he came to Vincennes on business, in July or August 1790, when he was detained until October waiting for company to return home with; it is further proved that he was ordered to go on Col. Hamtramck's expedition, (in that year) was seen on the parade with a gun on his shoulder, but did not go. From the circumstances stated it appears that claimant was not a settled inhabitant of Vincennes, but a traveler, whose place of residence was Kentucky, that he was accidentally detained by apprehension of the Indians, and waited for company.

The opinion of the commissioners is, that the benefit of the act of 1796, in relation to militiamen, applies only to the inhabitants and not to sojourners. The claim is therefore rejected.

The claim of *John Balis* or *Bayless*, for a donation of 400 acres.

It is proved that claimant came to Vincennes as an officer under general Clark; that he married in the winter of 1780, or 1786, and went to live in a house with his wife in the back part of the town, but whether he resigned his commission is not known; that he went away about the time the troops of general Clark left Vincennes. but did not go with them; they went by water and claimant by land. From the above statement it appears that claimant can be viewed in no other light than that of an officer of general Clark's, to whom, no more than the privates, the act of 1791, in relation to heads of families, can by any means apply; it may also be observed, that the officers and privates of the Illinois regiment have been provided for elsewhere. The claim is rejected.

The claim of *Pierre Beaupre*, for a donation of 400 acres.

It is proved that claimant came to Vincennes about 20 years ago; (that is, 1785) kept house therein by himself for two years, when he went away; claimant having come two years subsequent to the year 1783, does not come within the purview of the act 1791. The claim is rejected.

The claim of *Jean Baptiste Chicotte* for a donation of 400 acres.

It is proved that claimant lived in Vincennes before and after the Americans took possession of the country, was a single man and lived with his brother; claimant cannot be considered as the head of a family. The claim is rejected.

The claim of the heirs of *Victal Caron* for a donation of 400 acres.

It is proved that Victal Caron lived at Vincennes and kept house, but died before the Americans took possession of the country. The claim is rejected.

The claim of the heir of *François Dumay* for a donation of 400 acres.

It is proved that claimant's father lived in Vincennes and was about twelve years old when the country was taken possession of by the Americans. Claimant's father could not have been the head of a family on and before the year of 1783. The claim is rejected.

The claim of *Pierre Dumay* for a militia donation of 100 acres.

It is proved that claimant was on the militia roll, and did militia duty at Vincennes, but it is uncertain at what time; that he left Vincennes four or five years before colonel Hamtramck's expedition against the Indians (in the year 1790.) The claim is rejected, as not coming within the purview of the act 1791.

The claim of the heirs of *Joseph Dumay* for a militia donation of 100 acres.

It is proved that Joseph Dumay came to Vincennes about thirty-eight years ago, and lived there until about nine years ago, when he died; that he acted as an interpreter at the United States garrison at Vincennes, and at Greenville in 1795, but it is not known whether he was enrolled in the militia, and it is believed by deponent that he was exempted by being interpreter; the benefit of the act 1791 cannot be extended to Joseph Dumay without a forced construction. The claim is rejected.

The claim of *Isaac T. Decker* for a militia donation of 100 acres.

It is proved that the claimant did militia duty, in the summer of 1790, at the river Duchis station, about six miles from Vincennes; that claimant is older than deponent's son Moses, who was born in the year 1780, and who has received a militia donation, (from the governor when acting as commissioner.) It does not appear that claimant was enrolled on the first of August, 1790, but on the contrary was not of sufficient age to be enrolled, or to do militia duty. The claim is therefore rejected.

The claim of the heirs of *Josette Fauvelle* for a donation of 400 acres.

It is proved that Josette Fauvelle was the wife of Jean Baptiste Ravelet, who left Vincennes about the year 1777, leaving his wife and family behind, and has never returned; that she left Vincennes before captain Holmes took possession of the country, (that is, June, 1778.) The claim is rejected.

The claim of *Charles Finley* for a militia donation of 100 acres.

It is proved that claimant came to Vincennes in the year 1786, staid about six months and went away, returned to Vincennes with the Kentucky militia who went with colonel Hamtramck against the Indians up the Wabash, in the year 1790, from which facts it appears that claimant was not a resident at Vincennes. The provisions of the act 1791, in behalf of militiamen at Vincennes, cannot apply to him. The claim is therefore rejected.

The claim of the heirs of *Jean Baptiste Frizy* for a militia donation of 100 acres.

It is proved that Jean Baptiste Frizy lived in Vincennes, in the year 1786, did militia duty therein, went with general Clark against the Indians in the same year; that he left the country in the year 1787, and has never returned. He cannot come under the law of 1791. The claim is rejected.

The claim of the heirs of *Vital Goyoux* for a donation of 400 acres.

It is proved that Vital Goyoux lived at Vincennes when the country was taken possession of by the Americans; that he was a single man, and it is not known (to deponent) that he kept house, or when he went away. The claim is rejected.

The claim of the heirs of *Antoine Goyoux* for a donation of 400 acres.

It is proved that Antoine Goyoux lived in Vincennes when the country was taken possession of by the Americans; that he was a single man; that about thirty-three years ago, he, deponent, and a certain Mr. Larsh, lived together and kept house for one year; he cannot be viewed as the head of a family. The claim is rejected.

The claim of *Charles Lognon* for a donation of 400 acres.

It is proved that claimant was a trader and kept store at Vincennes when the country was taken possession of by the Americans; was a single man and lived with his brother; that he married about twenty years ago, and remained at Vincennes until about ten years ago, when he went away; he cannot be viewed as the head of a family between the years of 1779, or 1783. The claim is therefore rejected.

The claim of *Vincent Lafoy* for a donation of 400 acres.

It is proved that claimant lived at Vincennes, before and after the Americans took possession of the country, was a single man, had cattle, and kept house in company with a certain doctor Oliver, who was also a single man, but whether before or after the country was taken, deponent does not recollect; that after leaving Oliver, he lived with Angelique Mallet and a Mr. Cartier. From this statement claimant cannot be viewed as the head of a family. Therefore the claim is rejected.

The claim of *Jean Baptiste Langlois* for a militia donation of 100 acres.

It is proved claimant did militia duty at Vincennes, twenty-one years ago next September (to wit September, 1790), in captain Edelin's company, wherein he remained as a private until about fourteen or fifteen years ago; that he has continued in the country ever since. It not appearing by any testimony adduced, that claimant did militia duty previous to and on the first of August, 1790, the claim is rejected.

The claim of *Luke Matson* for a militia donation of 100 acres.

It is proved that claimant did militia duty in the summer of the year 1790, at the river Duchis station (about six miles from Vincennes); that he is perhaps two years older than deponent's son Moses (who was born in the year 1780.) At such a tender age the claimant's services as a militiaman could not be of any real importance, and the act of 1791 cannot be understood to apply to children, but to effective militiamen. The claim is therefore rejected.

The claim of *François Pepin* for a donation of 400 acres.

It is proved that there was a voyager of that name in Vincennes; the time of his arrival or departure is not known, nor any other circumstance concerning him. The claim is rejected.

The claim of *Alexis Roubaux* for a donation of 400 acres.

It is proved that claimant lived at Vincennes before and after the Americans took possession of the country; that he was a blacksmith and kept a shop of his own; was a single man, and lived with one Cornoyer; he cannot be considered the head of a family. Therefore the claim is rejected.

The claim of *Jacob Pea* for a militia donation of 100 acres.

It is proved that claimant did militia duty at Vincennes, in the years 1785, 1786 and 1787, and then went away; that it is not known whether he was at Vincennes in the year 1790. By the usual construction of the act of 1791, in favor of militiamen, those only who having done militia duty and were found on the roll on the first of August, 1790, are entitled to the grant of one hundred acres; the claimant in this case being absent long before and at that time, cannot be entitled. The claim is rejected.

The claim of the heirs of *Joseph Patterson* for a militia donation of 100 acres.

It is proved that Joseph Patterson was an effective militiaman at Vincennes in the year 1786, was wounded by the Indians at the battle on Embarras creek, in the same year, staid at Vincennes some time, and went away to have his wounds cured, and has since died. This case cannot be considered as embraced by the law of 1791, for reasons assigned in the foregoing case. The claim is rejected.

The claim of *John Richardson* for a militia donation of 100 acres.

It is proved that claimant lived in and did militia duty at Vincennes in the years 1785 and 1786, and went away in 1787. This case cannot be considered as coming within the purview of the act 1791, for the reasons assigned in the aforesaid case. The claim is rejected.

The claim of *Edmund Hogen* for a militia donation of 100 acres.

It is proved that claimant came to Vincennes in the year 1786, did militia duty therein for about a year, and then went away. This case not being considered as embraced by the law of 1791, for the reasons assigned in the foregoing case, the claim is rejected.

The claim of the heirs of *John Glass* for a militia donation of 100 acres.

It is proved that John Glass came to Vincennes in the year 1785; that he was in the battle on Embarras creek with the Indians; that he piloted general Harmer from the mouth of Pidgeon on the Ohio to Vincennes, and died in the latter end of the year 1788. The claim is rejected for the foregoing reasons.

The claim of the heirs of *Joel Baker* for a militia donation of 100 acres.

It is proved that Joel Baker came to Vincennes in the year 1785, and did militia duty therein; was in the battle of Embarras in 1786; sometime afterwards he went on a hunting party with some Indians, and was heard of no more; common report says he was killed by the Indians. The claim is rejected for the same reasons as above.

The claim of the heirs of *Antoine Rimbeault* for a donation of 400 acres.

It is proved that Antoine Rimbeault was living with his father in Vincennes when the Americans took possession of the country; that his said father left Vincennes before that event; that he continued to live with the rest of the children in the father's house after the said father had went away; that Pierre, the eldest brother, was married, but whether he lived with Antoine is not known; that Pierre was killed by the Indians; that Antoine afterwards went on La Balmis' expedition against Detroit (in the fall of the year 1789), and was also killed by the Indians. From which statement no circumstance appears which could constitute Antoine Rimbeault the head of a family; the claim is therefore rejected.

The claim of the heirs of *Jean Baptiste Trudell* for a donation of 400 acres.

It is proved that Jean Baptiste Trudell came to Vincennes with general Clark, from the Illinois, when *he* came to take possession of the country, but had lived there before; that he remained in Vincennes many years after the country was taken; that he was not married, nor did he own a house of his own, though sometimes he lived by himself, and sometimes boarded with others. The claim is rejected.

The claim of *James Talbert* for a militia donation of 100 acres.

It is proved that claimant did militia duty at the river Duchis station, (about six miles from Vincennes,) in the year 1790, but whether he was enrolled is not known; that he stood his draft when colonel Hamtramck marched up the Wabash in the fall of that year. No evidence is adduced to prove that claimant did militia duty before or on the 1st of August, 1790. For the want of such evidence the claim is rejected.

The claim of the heirs of *Jean Marie Barrois* for a donation of 400 acres.

It is proved that Jean M. Barrois lived at Vincennes before and after the Americans took possession of the country; was a single man and kept house by himself; the same witness being re-examined, said that he sometimes lived by himself and sometimes with his brother; that he never had a family.

By a liberal construction of the section of the act of Congress of 1791, relating to donations, former commissioners have granted 400 acres of land to such unmarried men as kept house with working people, or servants, viewing them as real heads of families, but, in the opinion of the present commissioners, such a departure from the *letter*, if not the *spirit* of the *law*, which seems to have had in view *husbands and fathers* only, cannot be justified, without the aforesaid circumstances being *clearly* established. In the present case no such thing is made apparent, and the vague expression of the witness, that Jean M. Barrois kept house (tenoit menage) which is even explained away by these words "*he lived sometimes by himself and sometimes with his brother*," repels the idea of a permanent mode of life, and can hardly mean anything else, than that Jean M. Barrois boarded himself, and does not constitute *him* the head of a family, either in a *strict* or an enlarged sense. The claim is therefore rejected.

The claim of the heirs of *Jean Moise Malbouef* for a donation of 400 acres.

It is proved that Jean Moise Malbouef was in Vincennes 36 or 37 years ago, that he had a house and lot, and was the head a family and lived therein, until about the year 1787 or 1788, when he went away and has never returned; another witness proves that he married in the year 1785 and was a hunter; another that he was a day laborer and sometimes hunted; that he had a house and lot of his own, on and before the year 1783, wherein he lived by himself; but had no family until the year 1785, when he married at the falls of the Ohio. The general and vague expression that Jean Moise Malbouef was a head of a family on and before the year 1783, used by one witness, is explained away by the circumstantial evidence of the other two, who state facts not to be mistaken. The commissioners cannot see that Jean Moise Malbouef was head of a family within the meaning of the act of 1791: the claim is rejected for reasons assigned in the preceding case.

The claim of the heirs of *Joseph St. Marie Racine* for a donation of 400 acres.

One witness proves that Joseph St. Marie Racine lived at Vincennes before the Americans took possession of the country; but he does not know whether he was alive when that event took place; that he was never married but kept house; another states the same circumstance with this difference only, that he *believes* he was alive when the country was taken by the Americans. The want of positive proof that Joseph St. Marie Racine was living when the country came unto the possession of the Americans, for the vague expression of one of the witnesses that he *believes* he was, is far from establishing that fact, would be a reasonable ground of rejection; but the fact well established, that he was a single man, and the total want of evidence of every circumstance which would induce a belief that he lived at the head of working people or other dependents, forbids the *liberal* extension of the law to this case. The claim is therefore rejected for the same reasons as in the preceding case.

G.

Special cases.

The claim of the heirs of *Joseph Pancake* for a militia donation of 400 acres.

It is proved that Joseph Pancake was an effective militiaman at Vincennes in the year 1786; that he was with and under deponent's (John Small,) command in the same year the engagement with the Indians on Embarras, where he was killed.

The claim of the heirs of *Jacob Howell* for a militia donation of 100 acres.

It is proved that Jacob Howell was an effective militiaman at Vincennes, in the year 1786; that he commanded a party at the engagement with the Indians on Embarras, wherein he was killed.

The claim of the heirs of *Alexander Wilson* for a militia donation of 100 acres.

It is proved that Alexander Wilson came to Vincennes in the year 1784; that he lived and did militia duty therein, until the year 1786, when he was killed by the Indians in the Embarras engagement.

The claim of the heirs of *Daniel Sullivan* for a militia donation of 100 acres.

It is proved that Daniel Sullivan came to Vincennes in the year 1785, when he did militia duty until 1790, in the month of April of which year he was killed by the Indians.

The claim of the heirs of *Jacob Tevebaugh,* for a militia donation of 100 acres.

It is proved that Jacob Tevebaugh came to Vincennes in the year 1785, did militia duty therein until the year 1790, and that in the month of April of the same year he was killed by the Indians, with Daniel Sullivan.

Preceding commissioners have construed the provision of the act of 1791, relating to militia grants, strictly, rejecting the claim of those who had left the country before the first of August, 1790, and although they had done militia duty for years before, and granted one hundred acres to such as, however recently arrived in the country, happened to be on the militia roll on that day. The present commissioners entertained some doubts on the correctness of that construction, and were inclined to believe that more liberality would accord better with the intentions of Congress; they could not entirely reject the idea, that the clause of the act of 1791, in favor of militiamen, went to provide a reward of one hundred acres of land for every man who, having not received the donation allotted to the heads of families, had done militia duty during their residence in the country, since it had come under the American government, and that the enrollment, on the first day of August, 1790, was required as evidence of the performance of that duty rather than a condition indispensable for obtaining the bounty. Fully sensible, however, of the importance and necessity of an uniform system of decisions, they have hitherto made no innovations therein in relation to militia claims, and rejected those which were predicated upon performance of militia duty not extending to the first of August, 1790. But the foregoing claims present themselves under a very different aspect. The several persons in whose right the bounty of one hundred acres is demanded by their representatives, not only did militia duty, but lost their lives, some in the actual performance of that duty, and all by the hands of the common enemy. To have peremptorily rejected them, would have savored of injustice; to have confirmed them, would have been perhaps too great a deviation from the *letter* if not the *spirit* of the law and mode hitherto adopted in the decision of land claims. Under these circumstances, the commissioners, under a strong impression of the equity of the claims alluded to, have deemed it proper to lay the whole in the form of a special report, under the view of Congress, who alone can grant the relief which the law puts, (perhaps,) out of the power of the commissioners to award; and feel no hesitation in expressing their opinion, that the respective claimants ought to receive the bounty of one hundred acres earned at the expense of the blood of their fathers and relatives.

Locations entered at Vincennes, under the act of Congress of the 3d of March, 1807.

Numbers drawn.	Name and quantity.	Where located.
1....	William McFaden, in right of the heirs of Jean Baptiste Dubois, 50 acres.	William McFaden, (as assignee of Jean Baptiste Dubois' heirs,) locates 50 acres of land joining Legerwood, Johnson and Holder, on Bosseron. WILLIAM McFADEN.
2....	John Rice Jones, in right of Pierre Coder, 50 acres.	John Rice Jones locates 50 acres in right of Pierre Coder, on the waters of Mill creek, between the militia tract of Patrick Simpson, and the land of Wm. Reed, bounded on the southeast by the continuation of the southeast boundary of said Simpson, to extend northwestwardly along said Simpson and Reed, for quantity. JOHN R. JONES.
3....	John Bailey, in right of Robert Baird, 100 acres.	I locate 100 acres of land, (as assignee of Robert Baird,) on Bosseron, joining Asturgus, on the northwest Knox county. JOHN BAILEY.
4....	Christopher Wyandt, in right of Louis Paine, 136 acres.	Christopher Wyandt locates 136 acres in right of Louis Paine, bounded on the northeast by John Widener's tract, on the waters of Marie creek. CHRISTOPHER WYANDT.
5....	John Hadden, in right of Vital Boucher, 50 acres.	I locate, (as assignee of Vital Boucher,) 50 acres of land, joining lands of Francis Williams, John Hadden, and James Legerwood, on Bosseron, and also lands of M. Nyley. JOHN HADDEN.
6....	Joseph Legerwood, in right of Rene Coder, 100 acres.	I locate, (as assignee of Rene Coder,) 100 acres of land joining A. F. Snapp's tract, on the southeast side of Bosseron. JOSEPH LEGERWOOD.
7....	James Farnesley, in right of William Farnesley, 255 acres.	James Farnesley locates 255 acres of land lying on White river, joining John Harvey, (Harbin,) on the northeast side of Harbin's land. JAMES FARNESLEY.
8....	Francis Nilson, 400 acres.	I locate 400 acres of land on the south side of White river, adjoining the militia land on the north, commencing at No. 126, and running east, &c. FRANCIS NILSON.
9....	Frederick Lindey, 200 acres.	Frederick Lindey locates 200 acres of land upon the south side of a survey belonging to Toussaint Dubois, beginning where a north and south section line intersects said survey, and lying to the west of said section line. FREDERICK LINDEY, his × mark.
10....	G. W. Johnson, in the right of the heirs of Jacob Noy, 200 acres.	On behalf and as friend to the heirs of Jacob Noy, I locate 200 acres of land on the northwest side of the river Wabash, about four miles above the Little Village, including an improvement formerly made by William Hogue, and beginning on the river Wabash, Knox. G. W. JOHNSON.
11....	Daniel Dollahan, in right of Nicholas Levins, 200 acres.	I locate 200 acres of land (as assignee of E. Bedell, assignee of N. Levins,) on the northeast side of White river, joining Abraham Kuykendal's south line, Knox. DANIEL DOLLAHAN.
12....	John Stillwell, in right of Joseph Leveron Meteye, 50 acres.	John Stillwell locates 50 acres of land on the north side of the Wabash, as assignee of George Wallace, jr., who purchased at sheriff's sale the aforesaid 50 acres that was granted to Joseph Meteye, or his heirs, joining land of Jeremiah Claypole, on the north, and vacant land on every other side. JOHN STILLWELL.
13....	Christopher Wyandt, in right of Pierre Andre, 100 acres.	Christopher Wyandt locates 100 acres of land in right of Pierre Andre, bounded on the southeast of John Widener, waters of Marie creek. CHRISTOPHER WYANDT.
14....	Toussaint Dubois, in right of Jacques Latrimouille, 204 acres.	I locate 204 acres at the little rock, where Moreman lives, on the north side of the Wabash, in right of Jacques Latrimouille. T. DUBOIS.
15....	Toussaint Dubois, in right of Antoine Lefevre, 68 acres, 16 perches.	I locate 86 acres, 16 perches, below the mouth of the river De Chat, including his improvement in right of Antoine Lefevre dit Chapeau, bounded on the river Wabash. TOUSSAINT DUBOIS for JOSEPH TOUGAS.
16....	Heirs of Christopher Barrackman, in right of Christopher Barrackman, 300 acres.	The heirs of Christopher Barrackman locate 300 acres on the southeast side of Samuel Johnston's line on the waters of Marie creek. ABRAHAM BARRACKMAN.
17....	Toussaint Dubois, in right of Amble Dagnie, 400 acres.	I locate 400 acres in right of —— Dagnie, adjoining my location on Moreman's place, on the upper side. T. DUBOIS.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
18....	John Reed, in right of François Dayenet, 50 acres.	John Reed, in right of his wife, Charlotte, who was formerly Charlotte Crawford, widow, relict, and legatee of John Crawford deceased, locates 50 acres of land in right of François Dagenet, alias Richardville, in the county of Knox, joining James Johnson, near White river, covering the present improvement thereon. JAMES REED, Sr.
19....	Bullitt and Smith, in right of Gabriel Custo, 400 acres.	Bullitt and Smith, in right of Gabriel Custo, enter 400 acres of land on the northwest side of the Wabash river, in township Nos. 6 and 32, beginning at the northeast corner of said section, and running with the north line of said section for quantity so as to include Davis' improvement. BULLITT & SMITH.
20....	John Harbin, in right of Joseph Hamelin, jr., 400 acres.	Claimant declined locating on the day of drawing.
21....	Heirs of James Watts, 100 acres.	Claimant declined locating on the day of drawing.
22....	John Johnson, in right of James Mulliken, 400 acres.	I locate 400 acres of land on the west of Daniel Smith, joining said Smith on the waters of Bosseron, in right of James Mulliken. JOHN JOHNSON.
23....	Abraham Barrackman, 150 acres.	I enter 150 acres of land in my own right, on the northwest side of White river, below the mouth of Grassy Pond Bayou, joining said White river, Knox county. ABRAHAM BARRACKMAN.
24....	Jacob Pea, in right of heirs of Antoine Caty, 50 acres.	I locate 50 acres of land in right of Caty, joining lands of Abraham Pea, on his east boundary on the south side of White river. JACOB PEA.
25....	Henry Pea, in right of Charles Bonneau, sr., 50 acres.	I locate 50 acres of land in Charles Bonneau's right, joining the east line of William Reedy's survey, and the north line of Abraham Pea's survey in the county of Knox, including a small improvement. HENRY PEA.
26....	Bullit, Smith, and Wm. McIntosh, in right of Antoine Lefevre, 400 acres.	Bullit, Smith and William McIntosh, in the right of Anthony Lefevre, enter 400 acres of land on the waters of Bosseron creek, beginning on the township line that is about and in sight of Camp's improvement that he now lives on. Beginning on the said line eighty poles from the timber in the prairie, and thence nearly a southwest course so as to include Camp's improvement and Mr. Robert Huston's improvement, and thence a northwest course, and from thence to the beginning, so as to make the quantity. BULLIT & SMITH.
27....	John Stillwell, in right of the heirs of Peter Barrackman, assignee of Andrew Languedoc, 50 acres.	John Stillwell, locates 50 acres of land as assignee of George Wallace, jr., who was assignee of the heirs of Barrackman, as assignee of Andrew Languedoc, on the north side of the Wabash adjoining land of Jeremiah Claypool, on the north, and vacant land on every other side. JOHN STILLWELL.
28....	Solomon Tivebaugh, in right of Jacob Tivebaugh, jr., 200 acres.	I locate 200 acres of land in right of Jacob Tivebaugh, jr., joining land of Jacob Pancake, No. 169, in the donation beginning at the east corner thereof, so as to include my improvement on Wilson's creek. SOLOMON TIVEBAUGH.
29....	John Baily, in right of Antoine Hunot, 100 acres.	I further locate 100 acres of land, (as assignee of Antoine Hunottes,) on Bosseron and joining my former location on the northwest side. JOHN BAILEY.
30....	Christopher Wyandt, in right of William Hall, 136 acres.	Christopher Wyandt locates 136 acres in right of William Hall, bounded on John Widener and Louis Paine on the waters of Marie creek. CHRISTOPHER WYANDT, *Attorney in fact.*

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
31....	George Wallace, in right of Toussaint Boyer, 50 acres.	George Wallace, jr., locates 50 acres of land as assignee of Francis Vigo, who was assignee of Toussaint Boyer, to whom the same was confirmed, adjoining land of John Gibson on the north of the waters of Mill creek; the heirs of Barrackman on the southeast, Robert Buntin on the southwest, and the old donation on the northeast. GEORGE WALLACE, Jr.
32....	Christopher Wyandt, in right of François Coder, 50 acres.	Christopher Wyandt, locates 50 acres of land in right of François Coder, bounded on the southeast Frederick Mehl. CHRISTOPHER WYANDT.
33....	Christopher Wyandt, in right of heirs of Jacob Howell, 200 acres.	Christopher Wyandt, locates 200 acres in right of the heirs of Jacob Howell, bounded on John Widener and Pierre Andre, 300 acre tract on the waters of Marie creek CHRISTOHPER WYANDT.
34....	William Bullit, in right of John Westfall, 300 acres.	Claimant declined locating on the day of drawing.
35....	George Wallace, jr.; in right of heirs of Peter Barrackman, 200 acres.	George Wallace, jr., locates 200 acres of land, (as assignee of the heirs of Barrackman,) on the waters of Mill creek, adjoining land of the heirs of Barrackman on the southeast, Robert Buntin on the southwest or west, John Gibson on the north, and the old donation on the northeast. GEORGE WALLACE, Jr.
36....	Toussaint Dubois, in right of Jean E. Thyriot, 400 acres.	Claimant declined locating on the day of drawing.
37....	Jacob Pea, in right of Michel Bordeleau, 50 acres.	I locate 50 acres of land in right of Michel Bordeleau, adjoining Abraham Pea on his east boundary, joining my location in right of Caty, and on the north side of it. JACOB PEA.
38....	Ebenezer Severns, in right of —— Souci, 50 acres.	I locate 50 acres of land in right of Souci, in the southwest quarter of section 29, township 1, S. R. 10 west, on the south side of Patoka, adjoining Pierre Grimarre, 50 acres.
39....	——— in right of Alexander Sampson, 100 acres.	Claimant declined locating on the day of drawing.
40....	Ebenezer Severns, in right of Pierre Grimarro, 50 acres.	I locate 50 acres of land in right of Pierre Grimarre, in section 29, township 1. S. R. 10, and in the southwest corner of that section, and adjoining both lines. EBENEZER SEVERNS.
41....	Arthur Jones, in right of Nicholas Chapard, 50 acres.	I locate 50 acres of land in right of Nicholas Chapard, on the river Wabash, joining on the lower side of the upper mouth of Bosseron creek, and including my improvement. ARTHUR JONES.
42....	Christopher Wyandt, in right of Hugh Dempsey, 100 acres.	Christopher Wyandt, locates 100 acres in right of Hugh Dempsey, deceased, and as administrator, bounded on a 50 acre tract of said Wyandt, southeast of Frederick Mehl, and by François Vigo, William McGowan and Robert Gilmore. CHRISTOPHER WYANDT.
43....	—— —— in right of John Culber, 100 acres.	Claimant declined locating on the day of drawing.
44....	John Hadden, in right of François M. D. Valcour, 50 acres.	I locate 50 acres of land (as assignee of Valcour, on waters of Marie, joining my former location on the south and southeast, and lands of Ledgerwood on the west. JOHN HADDEN.
45....	—— —— in right of Matthew Dobbins, 100 acres.	Claimant declined locating on the day of drawing.
46....	Abraham Barrackman, in right of the heirs of Peter Barrackman, assignee of Louis Cardine, 195.40 acres.	The heirs of Peter Barrackman locate 195 acres and 40 perches in right of Louis Cardine, bounded on the lands of Christopher Barrackman and Samuel Johnston, on the waters of Marie creek. ABRAHAM BARRACKMAN.
47....	Heirs of Joshua Harbin, 300 acres.	Claimant declined locating on the day of drawing.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
48....	Bullet and Smith, in right of Joseph Aschar, 50 acres.	Bullit and Smith, in the name of Joseph Aschar, enter 50 acres of land, on the waters of Bosseron creek, beginning on the east corner of Mr. Sturges' survey, and where Mr. James Johnston's corner joins Sturges' survey, and running a north course along said Sturges' line, for quantity so as to include Mr. Starman's improvement. BULLIT & SMITH.
49....	Jacob Pea, jr., 100 acres.	I locate 100 acres in my own right, adjoining the heirs of Alexander Wilson, from the east side of it, on the south side of my two former locations, now given in. JACOB PEA.
50....	Ephraim Jourdon, 100 acres.	I locate 100 acres adjoining the same, in my own name. EPHRAIM JOURDON.
51....	Ephraim Jourdon, in right of James Carmichael, 150 acres.	I locate 150 acres of land as assignee of Carmichael, joining the heirs of Leaven, on the south side, joining the Wabash. EPHRAIM JOURDON.
52....	James Fernsley, in right of Wm. Fernsley, 400 acres.	James Fernsley locates 400 acres of land on the south of White river, joining lands of Jacob Pea on the east. JAMES FERNSLEY.
53....	James Johnston, Esq., 340.44 acres.	I locate 340 acres of land on Bosseron creek, joining lands of Frederick Berger, and the heirs of Minard Asturgus, on the south side thereof. JAMES JOHNSTON.
54....	Thomas Jones, in right of Philip Dijian, 100 acres.	Claimant declined locating on the day of drawing.
		The foregoing numbers were drawn, and locations made on the day appointed for determining by lot the priority of locations.
		The following locations are numbered as they were made.
55....	Toussaint Dubois, in right of Alexander Sampson, 100 acres.	Claimant had on the day of drawing drawn No. 39, but declined locating.
		I locate 100 acres of land in right of Alexander Sampson, or Sanson, on Bosseron creek, joining the Indian boundary, so as to include the improvement wherein Jonathan Marney, now lives. DUBOIS.
56....	Toussaint Dubois, in right of Jean C. Thiriot, 400 acres.	Claimant had on the day of drawing drawn No. 36, but declined.
		I locate 400 acres of land in right of Thiriot, called Capuchin, John Chrisostome, joining land located by me in the name of Ambroise Dagenet, and the heirs of Latrimouille, near the little rock on the Wabash. DUBOIS.
57....	Toussaint Dubois, in right of Gabriel Bolon. jr., 100 acres.	I locate 100 acres of land in right of Gabriel Bolon, jr., joining Ambroise Dagenet's tract located by me yesterday, at the little rock on the Wabash, below Vincennes, on the west side of the Wabash. DUBOIS.
58....	John Harbin, in right of Joseph Hamelin jr., 400 acres.	Claimant had on the day of drawing, drawn No. 20, but declined locating.
		John Harbin enters 400 acres of land, the donation right of Joseph Hamelin, joining Walter Garner, on the south, so as to include the improvement of Stephen Arnold, and Richard Elliott, on the west side of the Wabash. JOHN HABDIN.
59....	Jeremiah Claypole, in right of Pierre Querré, jr., 100 acres.	I locate 100 acres in right of Pierre Querré, called Latrulippe, on the east side of the Wabash river, adjoining the heirs of Levins, on the north side, on the west adjoining Jacob Plough. JACOB CLAYPOLE.
60....	Jeremiah Claypole, in right of Honoré Danis, 50 acres.	I locate 50 acres in right of Honoré Danis, adjoining my above-mentioned 100 acres. JEREMIAH CLAYPOLE.
61....	Benjamin D. Price, in right of the widow Richard, alias Antaya, 68.16 perches.	Benjamin D. Price, assignee of William McIntosh, locates 68 acres 16 perches, in the right of widow Richard, alias Antaya, on the waters of Marie creek, joining the line of the heirs of Jaques Latrimouille, and the line of a tract surveyed for the assignees of Henry Pea, and extending southwest northwest for the quantity. BENJAMIN D. PRICE.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
62....	Eli Hawkins, in right of Charles Vallé, 400 acres.	Eli Hawkin, assignee of J. R. Jones, in right of Charles Vallé, locates 400 acres donation right, transferred from Kaskaskia district, at the southwest corner of township 3, north range 7, section 31, extending northeast for quantity. ELI HAWKINS.
63....	William Hawkins, in right of John Westfall, 300 acres.	William Bullit, present grantee, had on the day of drawing, No. 34, but declined locating, and since transferred to William Hawkins. William Hawkins, assignee of William Bullit, locates 300 acres in right of John Westfall, adjoining Eli Hawkins, on his east boundary, running northeast for quantity. WILLIAM HAWKINS.
64....	John Reed, jr., in right of Andrew Languedoc, 340 acres.	I locate 340 acres of land in right of Andrew Languedoc, joining a location made by Bullit and Smith, in sections No. 32 and 33, township No. 6, and range 10, beginning on the southwest corner of said Bullit and Smith's entry, thence south, with the line between sections No. 30 and 31, thence east with the line between township 5 and 6, until it strikes the Wabash, thence up the said river until a due west line includes the quantity. JOHN REED, Jr.
65....	Sarah Robbins, in right of John Robbins, 100 acres.	November 17, 1806. Sarah Robbins, in right of John Robbins, enters and locates 100 acres of land adjoining lands of Moses Desha, jr., on the south side thereof, and extending between the Grassy pond and Long pond, including an improvement formerly made by John Hodson. SARAH ROBBINS.
66....	Edward Purcel, in right of St. Dizier, 50 acres.	November 17, 1806. I locate 50 acres of land in right of St. Dizier, on the waters of Bosseron creek, joining land of Legerwood, so as to include the improvement whereon I now live. EDWARD PURCEL, his + mark.
67....	Pierre Grimmarre, jr., in right of Pierre Grimmarre, sr., 400 acres.	I locate 400 acres of land in right of Pierre Grimmarre, for myself and the other heirs of Pierre Grimmarre, sr., on the Wabash, below the river De Chat, joining land of Louis Ravallet. PIERRE GRIMMARRE, Jr.
68....	John Small, in right of John Savage, 100 acres.	November 18, 1806. John Small, in right of John Savage, locates 100 acres of land on the west bank of the river of Embarras, about three-quarters of a mile above where the Illinois road crosses the said river, and to run so as to include an improvement near where the aforesaid road rises the hill from the Embarras bottom. JOHN SMALL.
69....	Robert Houston, in right of the heirs of Jacob Howell, 140.44 acres.	December 1, 1806. I do locate in right of Jacob Howel's heirs, and being the remainder of the tract confirmed to them on the waters of Bosseron creek, joining the low end of Mr. Smith's survey, 140 acres 44 perches, so as to include my improvement. ROBERT HOUSTON.
70....	Jeremiah Mayes, in right of Alexis Astues, alias Grugriolet, 50 acres.	Jeremiah Mayes locates 50 acres of land on the west side of said Mayes' tract, situated and surveyed on the waters of White river, purchased by T. Dubois from Antoine Lefevre. JEREMIAH MAYES.
71....	Edmund Bowles, in right of François Bosseron, 136 acres.	December 22, 1806. I locate 136 acres of land as assignee of John R. Jones, assignee of the heirs of Bosseron, on the waters of Bosseron creek, joining Ingle's and Baisey's location, including James McClanachan's improvement. Vincennes, Dec. 22, 1806. EDMUND BOWLES, his × mark. Witness: JOHN R. JONES.
72....	Abraham Camp, in right of François Foizis, 50 acres.	December 29, 1806. Abraham Camp, assignee of A. Monshal, assignee of Alexis Cornoyer, in right of François Foizis, locates 50 acres of land on Bosseron creek, in Knox county, joining Charles Smith on the northeast, and running up Bosseron for quantity, to lie twice as long as wide, including my upper improvement. ABRAHAM CAMP.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
73....	Toussaint Dubois, in right of Hypolite Bolon, 400 acres.	Toussaint Dubois, assignee of Hypolite Bolon, locates 400 acres of land on the north side of Wabash river, in the county of Knox, beginning at the east corner of sections 30 and 31, and running along the line of section 32 to its south corner, with Bullit's, Smith's and Reed's line, and extending in section 31 for quantity. DUBOIS.
74....	William Hawkins, in right of the heirs of Charles Boucher, 400 acres.	January 5, 1807. William Hawkins locates 400 acres of land in right of Charles Boucher, adjoining my former location, made in the name of John Westfall, on the east side of said location, lying in the forks of White river. WM. HAWKINS.
75....	Gen. Washington Johnston, assignee of Jean Baptist Delaurier and Magdeline his wife, legatees of Louis Oliver Sentier, 50 acres.	January 12, 1807. General W. Johnston, assignee of Jean Baptiste Delaurier and Magdeline his wife, legatees of Louis Oliver Sentier, locates 50 acres of land on the northeast side of Mill creek in the county of Knox, beginning at the offlet or junction of the lines of Abraham F. Snapp and Robert Buntin, near the said Snapp's mill, and running with said Buntin's and Snapp's lines, equal distances, towards the river Wabash. G. W. JOHNSTON.
76....	Gen. W. Johnston, as assignee, and the other legatees of François Barril, 50 acres.	General W. Johnston, as assignee, and the other legatees of François Barril, deceased, locates 50 acres of land on the northeast side of Mill creek, in the county of Knox, joining the entry or location this day made by General W. Johnston, assignee of J. B. Delaurier and wife, legatees, &c., and extending from A. F. Snapp's, to Robert Buntin's line, and running towards the Wabash river for quantity. G. W. JOHNSTON.
77....	James Shaw, assignee of Lauren and Bazadone, assignees of François Morin dit Valcour, 400 acres.	James Shaw, assignee of Lauren and Bazadone, assignee of ——— Morin dit Valcour, locates 400 acres of land on the northwest side of the river Wabash, in the county of Knox, beginning at the quarter section corner of sections 29 and 32, and running thence with the section line of sections 29, 32, 30 and 31, west 268 poles, thence from this point and the place of beginning, into sections 29 and 30 for quantity. JAMES SHAW.
78....	Louis Ravalet, in right of Dominique Bergand, 68 acres.	January 26, 1807. I locate 68 acres and 8 perches in right and as assignee of William McIntosh, who was assignee of Dominique Bernard Bergand, in the woods joining the lower prairies bounding by the line of Pierre Campignotte's heirs. LOUIS RANALET, his × mark.
79....	John Harbin, in right of Joseph Hamelin, jr., 400 acres.	February 9, 1807. We locate 400 acres of land being Joseph Hamelin's, jr., donation right confirmed to us as assignees, on northwest side of Wabash, beginning on Noy's north line where it interscets the tenth range line, thence east 40 poles with the said Noy's line, thence north 427 poles, thence west 150 poles, thence south 427 poles, thence east 110 poles to the beginning. For H. VANDERBURG and self, JOHN HARBIN.
80....	William Hawkins, in right of Jean Baptiste Chartier, 68 acres.	William Hawkins, assignee of François Vigo, locates 68 acres of land in right of Jean Baptiste Cartier, on the west fork of White river, in the eighth range and township 3, beginning where the said township line crosses the river, running north and west for quantity, bounded on the south side township line. WM. HAWKINS.
81....	Benjamin D. Price, in right of Francis Bosseron, 136 acres.	February 16, 1807. I located as assignee of John R. Jones, assignee of F. Bosseron, 136 acres of land on the waters of Marie creek, beginning on the southeast corner of David Price's 200 acres survey, thence south 45° east; thence north 45° east, and the two other courses by lines at right angles for quantity. For Wm. Price, BENJ. D. PRICE.
82....	John Stillwell, in right of Jean Baptist Fortin, 100 acres.	The register of the land office at Vincennes is hereby noticed, that John Stillwell, assignee, enters 100 acres of land granted to the heirs of Hannah Hillner, in right of Jean Baptiste Fortin, to locate the same adjoining the northwest side of a lot of 400 acres in the additional donation No. 237. JOHN STILLWELL, his + mark.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
83....	John Stillwell, in right of Toussaint Boyer, Andre Languedoc and Alexander Valle, the heirs of Antoine Bordeleau, Joseph Longon and Louis Bolon, 300 acres.	John Stillwell locates 300 acres of land on the north side of White river, in the county of Knox, beginning where the range line crosses the river on the 12th range, and running with the said line north for quantity, not exceeding three times as long as wide. Those 300 acres being by virtue of six sugar camp rights of Toussaint Boyer, Andre Languedoc and Alexander Valle, the heirs of Antoine Bordeleau, Joseph Longon and Louis Bolon. JOHN STILLWELL.
84....	James McClenachan, in right of François Languedoc, 200 acres.	February 23d, 1807. James McClenachan, assignee of Robert Buntin, who was assignee of François Languedoc, locates 200 acres of land (part of 400 acres in the original grant, there not being room for the whole) adjoining Robert Asturgus on his northwest and John Barley on his northeast line. JAMES McCLENACHAN, his + mark.
85....	William McIntosh, assignee of Pierre Querré 204 acres.	March 9, 1807. William McIntosh enters 204 acres of land, as assignee of Pierre Querré in the forks of White river and Wabash, parallel with Harness' line, and joining his tract as nearly as can be in consequence of the swamp; and to embrace the timbered part of said swamp. WM. McINTOSH.
86....	William McIntosh, in right of Antoine Lefevre, 68 acres.	William McIntosh, assignee of Antoine Lefevre, enters 68 acres of land, bounded on the Wabash, to include the bluff, and to run back for quantity, opposite to the Wabash rapids. WM. McINTOSH.
87....	William McIntosh, assignee of the heirs of Pierre Perron, jr., 400 acres.	William McIntosh, assignee of the heirs of Pierre Perron, jr., 400 acres of land joining William Hawkins, on the east, in the forks of White river, section No. 3. WM. McINTOSH.
88....	Louis Ravalet and other heirs, in right of Louis Coder, 50 acres.	For myself and the other heirs of Louis Coder, deceased, I located 50 acres of land, on the north side of the Wabash, in the county of Knox; beginning at Smith's and Reed's corner, and running with Reed's line to the Wabash, and thence up with Smith's north line for quantity, including Isaac Ellidge's improvement. LOUIS RAVALET, dit BRISAND.
89....	Christopher Wyant, for Mathew Dobbins, 100 acres.	The commissioner of Knox county is hereby notified, that Matthew Dobbins locates 100 acres of land, as his militia right, bounding on the southeast of Frederick Berger, and on the public lands on the waters of river Bosseren. CHRISTOPHER WYANT.
90....	Christopher Wyant, for John Culbert, 100 acres.	The commissioner of Knox county is hereby notified, that John Culbert locates 100 acres of land, as his militia right, bounding on the southeast of Frederick Berger's line, on the northwest of James Johnston, Esq., on the waters of the river Bosseron. By his friend, CHRISTOPHER WYANT.
91....	Ephraim Jordon, in right of Pierre Deneau, 100 acres.	I entered 100 acres of land, as assignee of Robert Warth, who was assignee of Pierre Deneau, on the bank of the river, so as to include a place called des Mammulles, a few miles below the mouth of the river Embarras. EPHRAIM JORDON.
92....	John Small, 100 acres.	John Small enters 100 acres of land, in right of his own militia land, on the northeast of James Ledgerwood and Thomas Holder's land on Bosseron creek JOHN SMALL.
93....	John Harbin, in right of the heirs of Joshua Harbin, deceased, 300 acres.	I locate 300 acres of land, in right of the heirs of Joshua Harbin, sr., deceased, on Marie creek waters, joining the land of Mr. Watson, and running into the Indian prairie, to include about 60 acres thereof. For himself and heirs, JOHN HARBIN.
94....	Edward Bowles, in right of Francis Bosseron, 136 acres.	The former location I made of 136 acres of land, as assignee of John Rice Jones, on Bosseron, has been taken from me by John Bailey, by a prior entry; I do therefore relocate the same land, on the waters of Bosseron, joining Bullet's and Smith's location of 50 acres on the northeast side thereof. EDMUND BOWLES, his × mark.
95....	John Duly, assignee of Michel Clement, 400 acres.	John Duly enters or locates 400 acres of land, adjoining Toussaint Dubois' land on the south, and on the south side of White river, being situated on the east of the militia donation. JOHN DULY.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
96....	John Small, in right of Jacques Couteau, 400 acres.	John Small, in right of Jacques Couteaux dit Chatoye's donation right, enters 400 acres of land on the Embarras river, west side, adjoining to his former entry, in right of John Savage, on the northwest side of said entry. JOHN SMALL.
97....	Angelique Racine, in right of Francis Racine, 136 acres.	Angelique Racine enters 136 acres, in right of her father, François Racine, on the same line, and bounded by the same boundary lines, of which she formerly entered the same quantity in right of Jean Baptiste Racine, which has been rejected. ANGELIQUE RACINE, her × mark.
98....	Andrew Scott, assignee of Antoine Vachette, 50 acres.	Andrew Scott, assignee of the widow and heirs of Antoine Vachette, enters 50 acres of land, to cover his improvement whereon he lives, and joining the land of Michael Thorn, whereon he lives. ANDREW SCOTT.
99....	Joseph Milbourn, assignee of Pierre Gilbaud, 400 acres.	Joseph Millbourn enters 400 acres, assignee of Pierre Gilbaud, joining Robert Moseley's tract of 160 acres, on the waters of Patoka, in range 11, township 1, northeast quarter of section 24, joining said 24th section on the east, and extending east in the 19th section for quantity. JOSEPH MILLBOURN.
100....	Joseph Tougas, assignee of Philip Dejean, 100 acres.	Joseph Tougas, called Laviolette, assignee of Philip Dejean, enters 100 acres of land, at Racoon creek, joining Louis Ravalet, called Brisard, in lieu of a former tract, entered on the same land for him by Mr. Dubois, which he hereby vacates. JOSEPH TOUGAS, by WILLIAM MCINTOSH.
101....	John McJunkin, assignee of François Cantelmy, 300 acres.	John McJunkin locates 300 acres of land, as assignee of Laurence Bazadone, who was assignee of François Cantelmy, on the south side of White river, adjoining the militia lands and Jarvis Hazletown, so as to include the improvement made by John Youngman. JOHN McJUNKIN. Witness: R. BUNTIN.
102....	Thomas Starman, in right of Charles Villeneauve, 136.16.	Thomas Starman, assignee of Robert Buntin, who was assignee of the heirs of Charles Villeneuve, locates 136 acres and 10 perches, (the four-fifths of which is claimed by said Robert Buntin, and the other fifth part is the property of a minor, one of the aforesaid heirs, and the said four-fifths parts assigned by said Buntin to said Starman,) adjoining James Johnston, Esq., on the northwest, in Bosseron creek settlement, including Shepherd's improvement and Starman's late improvement. THOMAS STARMAN.
103....	Jacob Firebaugh, in right of Pierre Coder, 400 acres.	Jacob Firebaugh, assignee of Larentius Bazadone, assignee of the heirs of Pierre Coder, locates 400 acres of land; beginning at the east corner of the heirs of Jacob Firebaugh's location, and running with the line to his southwest corner, and thence out equal distance from each corner for quantity, on the waters of Wilson's creek, in the county of Knox. JACOB FIREBAUGH.
104....		It appears that our location No. 26, made on Bosseron, is not agreeably to the regulations established by the surveyor general. We therefore wish to withdraw it, and to locate it at a future time. BULLIT & SMITH.
105....	Robert Houston, in right of the heirs of Jacob Howel, 140.44.	The right located by Bullit & Smith, on the 3d of November, 1806, per No. 26, being lifted, as not agreeable to the regulations of the surveyor general, and the right located to Robert Houston, on the 1st December, 1806, per No. 69, remaining unconnected with any other survey, we, the assignees of the said Robert Houston, locate the same (viz., the right of 240 acres and 44 perches, original of the heirs of Jacob Howel,) joining Joseph Legerwood's location, in right of Renne Coder, on the south side thereof, to extend west for quantity. ROBERT GILL & JOSEPH LEGERWOOD.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
106....	Robert Houston.	*Whereas*, a 50 acre right has been laid adjoining Mr. Smith's entry, of 400 acres, on Bosseron creek, was illegal and has since been withdrawn; therefore this must be also. I locate this 50 acres of land, which was located by Abraham Camp, joining D. Smith, lot now lifted, on the waters on Bosseron creek, joining the north side of John Johnston's, so as to include Mr. Hill's improvement where he now lives. ROBEBT HOUSTON.
107....	Daniel Sullivan, in right of Susan Sullivan, 300 acres.	I locate 300 acres of land in right of Susan Sullivan, joining on the south and east, Ebenezer Severn's land, in range 10 west, township No. 1 south. DANIEL SULLIVAN.
108....	General W. Johnston, in right of Jacob Howell, 140 acres and 44 perches.	General W. Johnston, assignee of John Howell, as only surviving brother and heir of Jacob Howell, deceased, enters 140 acres and 44 perches of land, (part of a grant of 400 arpens, or 340.44 perches, made by the former governor of the Territory, 200 acres whereof is already located,) beginning at the southeast corner of the militia land in section 13, township 1 south, range 10 west; thence along said line north $6\frac{3}{4}$, east 55 chains; thence south $6\frac{3}{4}$, east $25\frac{50}{100}$ chains; thence 55 chains parallel with the first line, and thence to the place of beginning, on the south side of White river, in the county of Knox. G. W. JOHNSTON.
109....	John Duly, assignee of Michael Clermont, 400 acres.	John Duly lifts or raises his entry of 400 acres of land, as assignee of Michael Clermont, adjoining Toussaint Dubois on the south, and on the south side of White river, the spot being occupied by a prior entry or location of Frederick Lindey, enters the same adjoining the land of James Ledgerword, deceased, on Bosseron prairie, on the southwest side of said survey, and running with said line of survey, so as to include Jonathan Purcell, jr., and Hill's improvement. JOHN DULY.
110....	Thomas Hollingsworth, in right of the heirs of Joseph Metteyer, 50 acres.	Thomas Hollingsworth locates 50 acres of land in right of the heirs of Joseph Mettayer, as assignee of George Wallace, jr., who purchased at sheriff's sale, on the northeast corner of Robert Elliot's survey, running west from the said corner with the line of said Elliot to the rich branch of Marie creek; thence north for quantity. THOMAS HOLLINGSWORTH.
111....	Charles Guelle, for himself and the other heirs of the widow Clermont, 400 acres.	The heirs of the W. Clermont locate 400 acres of land at a place called les Marmelles, on the river Wabash, to begin above the high hill and follow the river upwards, and running back for quantity. CHARLES GUELLE, his × mark, for self and the other heirs.
112....	Alexander Chambers, assignee of R. Buntin, in right of the heirs of Michel Brouillet, 340 acres and 44 perches.	I locate 340 acres and 44 perches of land, as assignee of Robert Buntin, in right of the heirs of Michel Brouillet, deceased, adjoining No. 239, in the donation land laid off for the heads of families at Vincennes, on northeast side thereof. ALEXANDER CHAMBERS, his × mark.
113....	Moses Herriman, assignee of the heirs of Vatchell Hinton, 225 acres.	Moses Herriman, assignee of the widow and heirs of Vatchel Hinton, locates 225 acres of land, joining Plough, Levins, Harness and Crum, in the prairie on the south side of the Wabash, situate in the neck between the White river and Wabash. WILLIAM McINTOSH, for M. HERRIMAN.
114....	Daniel Dolohan, assignee of the heirs of Ann Levins, 400 acres.	Daniel Dolohan locates 400 acres of land (as assignee of the heirs of Ann Levins) joining George Fidler's corner, next Ralph's pond, in Knox county. Not be more than twice as long as wide. DANIEL DOLOHAN.
115....	Howard Putnam, in right of Louis Pluchon, 136 acres and 16 perches.	Howard Putnam locates 160 arpens, equal to 136 acres and 16 perches, confirmed to L. Pluchon, and by his heirs assigned to William McIntosh, who assigned to me, adjoining to lands of Harness, jr., between the Wabash and White rivers. HOWARD PUTNAM.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
116....	Thomas Rodgers, in right of Samuel Moore, 100 acres.	Thomas Rodgers, assignee of Henry Vanderburg, assignee of Abraham Fry Snapp, who was assignee of Samuel Moore, locates 100 acres of land in township 5, range 10 west, beginning at the first quarter section corner from the river, and standing in the line of the heirs of Noye; thence south 25 chains; thence west 40 chains; thence north 25 chains, to the United States east and west sectional line; thence east with said line and Noye's to the beginning. THOMAS RODGERS.
117....	William Polke, assignee of John Edgar in right of Joel Baker, 400 acres.	As assignee of John Edgar, to whom 400 acres of land was confirmed by the commissioners, as assignee of Joel Baker, I locate the same on the waters of Marie creek, partly on the northeast and partly on the northwest side of a 340 acres tract located by —— Chambers, as assignee of Buntin, assignee of Villeneuve. WILLIAM POLKE.
118....	Nathaniel Ewing, assignee of Henry Richards, 400 acres.	I locate 400 acres of land as assignee of —— Richards, son and only heir of Henry Richards, to whom the same was confirmed as head of a family in the year 1783, joining lands of Joseph Milbourn on the east, and south side of said Milbourn. NATHANIEL EWING.
119....	John Rice Jones, in right of Jean Baptiste Laffont, 400 acres.	As assignee of Robert Morrison, assignee of Jean Baptiste Laffout, I locate 400 acres of land, adjoining 221 donation, and on the northeast and southeast sides thereof. N. B.—A right transferred from Kaskaskia. JOHN R. JONES.
120....	Robert Houston, in right of the heirs of Louis Crepeau, 400 acres.	I do locate 400 acres of land on the waters of Bosseron in the right of the heirs of Louis Crepeau, as assignee of Laurent Bazadone, on the waters of Bosseron, begining on the section line below my improvement that I now live on, running east and north so as to include my improvement and William Berry's improvement. ROBERT HOUSTON.
121 ...	The heirs of Robert Mayes, deceased, in right of said Robert, 100 acres.	The heirs of Robert Mayes, deceased, enter 100 acres of land, being the militia right of the said Mayes, adjoining to Philip Catt's survey on the southwest, beginning where the line of Sebastian Frederick, deceased, intersects the survey of said Catt, lying and being south of White river, on the southwest fork of Conger's creek. JEREMIAH MAYES.
122....	Samuel Baird, in right of François Foisy, 100 acres.	Samuel Baird locates 100 acres of land in right of François Foizy, on the southeast of Alexander Chambers, on the waters of Marie. ALEXANDER CHAMBERS, for SAMUEL BAIRD.
123....	Samuel Baird, in right of widow Bequel, 400 acres.	Samuel Baird, in right of widow Bequel, locates 400 acres of land on the northeast of a location made by Alexander Chambers on the waters of Marie. ALEXANDER CHAMBERS, for SAMUEL BAIRD.
124....	William Nixon, in right of Jean Ditard, 34 acres.	William Nixon enters 40 arpents (equal to 34 acres and — perches) of land joining the land he resides upon, on the east side thereof, or No. 120 in the militia donation south of White river, which tract he owns in right of Jean Ditard and wife, who assigned to Samuel Baird, who assigned to said Nixon. WILLIAM NIXON.
125....	William McIntosh, assignee of Pierre Gamelin, 134 acres and 44 perches.	William McIntosh locates 340 acres and 44 perches, assignee of Pierre Gamelin, joining Josiah Shields at his northwest corner, and extending along his line three times as long as wide. WILLIAM McINTOSH.
126....	The heirs of widow Clermont, 400 acres.	I do certify that in proceeding to survey 400 acres of land in right of the widow Clermont, at a place called the Marmelles, on the river Wabash, it appeared to me that the greater part of the land overflows, therefore did not proceed to survey it. Vincennes, 13th June, 1808. JOHN CALDWELL, Assignee, to R. BUNTIN, D. S. The heirs of the widow Clermont withdraw a location of 400 acres, made by them at the Marmelles, and locate the same on the west side of the Wabash, joining Joseph Tougas, called La Violette, on the north of his survey. WILLIAM McINTOSH.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
127....	William McIntosh, assignee of François Hamelin, 400 acres.	William McIntosh, assignee of François Hamelin, locates 400 acres of land, on the west side of the Wabash, joining land of the heirs of the widow Clermont. WILLIAM McINTOSH.
128....	The heirs of Peter Cournoyer, 50 acres.	The heirs of Peter Cournoyer locate 50 acres of land on the west side of the Wabash, joining lands of William McIntosh. WILLIAM McINTOSH, for the heirs of PETER COURNOYER.
129....	William McIntosh, assignee of the heirs of François Coder, 136 acres 16 perches.	William McIntosh, assignee of the heirs of François Coder, locates 136 acres, 16 perches of land, joining land of the widow Reves, so as to cover Samuel Moore's improvement, provided there is no room at the place where the land was originally granted. WILLIAM McINTOSH.
130....	Charles Baird, heir of Thomas Baird, 100 acres.	Charles Baird, the only heir at law and legal representative of Thomas Baird, deceased, locates 100 acres of land, (his said deceased father's militia right, confirmed to him according to law,) adjoining and beginning on Abraham Kuykendall's eastern boundary of the land whereon he lives, near White river in the county of Knox. CHARLES BAIRD, by G. W. JOHNSTON, *his Attorney in fact.*
131....	Bullit & Smith, and William McIntosh, in right of Antoine Lefevre, 400 acres.	Bullit and Smith and William McIntosh, assignees of Antoine Lefevre's heirs, locate 400 acres of land, adjoining, on the east, the location made by William McIntosh in T 3. R 7, in the forks of White river. BULLIT & SMITH & W. McINTOSH.
132....	Laurent Hamelin, in right of Antoine Dugal, 50 acres.	Laurent Hamelin, assignee of —— Dugal, locates 50 acres of land on the northwest side of the Wabash, where he now resides, to cover his improvement, bounded by the Wabash, and extending back into the country three times as long as wide. LAURENT HAMELIN, his × mark.
133....	Pierre Bonneau, assignee of Moses Decker, 100 acres.	Pierre Bonneau, assignee of Moses Decker, locates 100 acres of land, on the northwest side of the river Wabash, opposite to his land in the lower prairie, and beginning eastwardly at the line of Laurent Hamelin's location. PIERRE BONNEAU, his × mark.
134....	William Morrison, in right of André Pelletier, 400 acres.	William Morrison, assignee of the heirs of André Pelletier, locates 400 acres of land, adjoining on the east the location made by Bullit and Smith and W. McIntosh, in T 3. R 7. west, and also joining the same 100 acres of land, as assignee of François Paquin or Pacquet. W. McINTOSH, for W. MORRISON.
135....	And in right of François Paquin, 100 acres.	
136....	Abraham Snapp, assignee of Abraham Pea, 100 acres.	A. F. Snapp, assignee of Abraham Pea, locates 100 acres of land, beginning in the middle of section 33 by William Hawkins' land, running north and west for quantity. RICHARD PALMER, for A. F. SNAPP.
137....	Samuel Baird, in right of the widow Cardinal, 400 acres.	I locate 400 acres of land, in right of the widow Cardinal, for Samuel Baird, assignee of the husband of the said widow, beginning on Richard Palmer's corner by William Hawkins' line in the middle of section 33, east to William McIntosh's location, and north for quantity. DANIEL McCLURE, *Attorney in fact for* SAMUEL BAIRD.
138....	Samuel Baird, in right of the heirs of Joseph Brossard, 400 acres.	I locate 400 acres of land in right of the heirs of Joseph Brossard, who conveyed the same to Samuel Baird, beginning on the northwest corner of Eli Hawkins, running north and east for quantity. DANIEL McCLURE, *Attorney in fact for* SAMUEL BAIRD.
139....	William McIntosh, assignee of the heirs of Antoine	William McIntosh, assignee of the heirs of Antoine Marié, locates 272 acres of land, beginning at a post on the
140....	Marié, 272 acres, and assignee of Jean M. Le Grand, 230 acres.	range line between ranges 11 and 12, in township 1 south, 9 chains south of the township corner in range 11, to cover Claypole's improvement, and also as assignee of Jean M. Le Grand, 230 acres adjoining the above on the south side thereof. WM. McINTOSH.
141....	William McIntosh, assignee of Louis Ravalet, 136 acres and 16 perches.	William McIntosh, assignee of Louis Ravalet, locates 136 acres and 16 perches of land, adjoining Crum's 100 acres survey, on the south, and extending down the Wabash.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
142....	William Morrison, in right of the heirs of Antoine Danis, 136 acres and 16 perches.	Also, as agent of William Morrison, and the heirs of Antoine Danis, 136 acres and 16 perches adjoining the above and extending down the Wabash river, provided there shall not be room where originally granted.
143....	William McIntosh, in right of the heirs of Vatchel Hinton, 75 acres.	And also, as assignee of the collector of the land taxes for Knox county, for 1806, 75 acres of land confirmed to the heirs of Vatchel Hinton, adjoining the last-mentioned tract. WM. McINTOSH.
144....	Robert Buntin, in right of François Languedoc, 200 acres.	I locate 200 acres of land, part of 400 granted to me in right of François Languedoc, adjoining other lands of mine, the donation to heads of families at Vincennes, and if there is not sufficient to satisfy the whole, I locate the residue adjoining to lands located by John R. Jones, near White river. R. BUNTIN.
145....	Heirs of James Watts, 100 acres.	Take notice, that the heirs of James Watts locate 100 acres of land adjoining Abraham Barrackman's survey, at the Grassy Pond Bayou. By his friend, CHRISTOPHER WYANDT.
146....	Michael Shorn, for and in right of the heirs of Joshua Shorn, 300 acres.	Michael Shorn, as one of the representatives, and for the other heirs of Joshua Harbin, deceased, locates 300 acres of land granted in right of an improvement, on the south of White river, in the county of Knox, adjoining and beginning on Lewis Frederick, sr., southwest line, near where Peter Frederick, jr., this spring's clearing is made on the waters of Harbin's creek. ML. SHORN.
147....	William McIntosh, in right of François Depré, 100 acres.	William McIntosh, assignee of Daniel Sullivan, collector of the land taxes for the county of Knox, for 1806, locates 100 acres of land confirmed to François Depree, or Depré, adjoining John Stillwell's location of 250 acres, in forks of White river and Wabash. WM. McINTOSH.
148....	William McIntosh, assignee of the heirs of —— Perron, 272 acres.	William McIntosh, assignee of the heirs of —— Perron, locates 272 acres of land adjoining my former location of 230 acres, in the forks of White river and Wabash. WM. McINTOSH.
149....	John R. Jones, assignee of —— Dubé, 136 acres and 16 perches.	As assignee of —— Dubé, I locate 136 acres and 16 perches on the west side of the west fork of White river, joining the rapids opposite to Mr. Hawkins' location. JOHN R. JONES.
150....	Assignee of Charles Guilbeau, 136 acres and 16 perches.	As assignee of —— Guilbeau, I locate 136 acres and 16 perches adjoining the above. JOHN R. JONES.

Locations entered at Vincennes, under the act of Congress of February 13, 1813, *from* 12*th July to* 30*th September*, 1813.

151....	James Duncan, assignee of James Baird, in right of Ann Jackson, 400 acres.	I intend to locate a claim of 400 acres of land confirmed by the United States to James Baird, in right of Ann Jackson, in Bosseron township, beginning at the southwest corner of Robert Gill's location, thence east 50 poles for a beginning. JAMES DUNCAN.
152....	Humphrey Starman, in right of the heirs of Chas. Villeneuve, 136 acres.	I locate 136 acres of land in right of the heirs of Charles Villeneuve, beginning on the south boundary line of Robert Gill, 50 perches east from his southwest corner, thence east with said line 100 perches, thence southwest and north to the place of beginning, so as to include the quantity. HUMPHREY STARMAN.
153....	Heirs of Toussaint Denoyon, 400 acres.	The heirs of Toussaint Denoyon enter 400 acres of land joining Jacob Tevenbaugh's heirs, on the West of Wilson's creek. LOUIS DENOYON, for self and other heirs.
154....	Heirs of Jean La Guarde, 300 acres.	The heirs of Jean La Guarde enter 300 acres of land bounding on John Harbin's land, on his lower line on White river. FRANCOIS MILLEUR, for self in right of wife, Marie La Guard, and other heirs.
155....	Israel Ruland, 400 acres.	Israel Ruland enters 400 acres of land bounding Robert Huston's land, on the east, Bosseron prairie, to include Beny's improvement. WM. McINTOSH, for I. RULAND.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
156....	Jacob Tevenbaugh, in right of the heirs of Jacob Tevenbaugh, 100 acres.	I locate 100 acres of land in right of the heirs of Jacob Tevenbaugh, beginning on White river, at the lower corner of John Harbin's ferry, thence with the said line of Harbin to his southwest corner, thence south, or southwest and east to the river, thence with the river to the place of beginning, so as to include the quantity. JACOB TEVENBAUGH.
157....	Pierre Pettier, in right of François Pettier, 400 acres.	Pierre Pettier, sole heir of François Pettier, locates 400 acres of land adjoining the land entered by the heirs of Joseph Durocher, and the entry No. 127, made by William McIntosh, in township No. 2 north, range No. 11 west. PIERRE PETTIER.
158....	William Morrison, in right of Bernue Lefure, 400 acres.	William Morrison, assignee of B. Lefure, enters 400 acres of land bounding on Robert Gill's entry, in Bosseron prairie, on the southwest side, so as to include Nancy Jinkins' improvement. WM. MORRISON, by Wm. McIntosh.
159....	David Flora, in right of Marianne Poineau, 100 acres.	David Flora locates 100 acres, part of Marianne Poineau's donation of 400 acres, joining the entry made by Bullit and Smith, in township No. 4 north, section 34 on the north, to run 160 poles east, to William Morrison's location of 100 acres. DAVID FLORA, *Assignee.*
160....	David Flora, in right of the heirs of Marianne, widow Cardinal, 400 acres.	David Flora, assignee of the heirs of Marianne Romagou, widow Cardinal, locates 400 acres of land to join his entry of 100 acres entered in township No. 3 north, on the north for quantity. DAVID FLORA, *Assignee.*
161....	Heirs of Joseph Durocher, 400 acres.	The heirs of Joseph Durocher locate 400 acres of land adjoining land located by William McIntosh's entry No. 127, in township No. 2 north, range 11 west. WM. McINTOSH, for said heirs.
162....	Isaac Hutson, in right of Marianne Poineau, 100 acres.	Isaac Huston enters 100 acres of land, part of Marianne Poineau's donation of 400 acres, by assignments of the heirs at law, to join Humphrey Sturman's location of 136 acres and odd, at the southwest corner for beginning, running south with the line of William Duncan's line in Bosseron prairie. ISAAC HUTSON.
163....	Eustace Seveigné, in right of his wife, one of the heirs of Louis Denoyon, 50 acres.	I locate 50 acres of land, (being part of 400 acres, granted to the heirs of Louis Denoyon, in right of my wife, Margaret Denoyon, one of said heirs,) beginning at the southwest corner of the land of Louis Ravelet, thence southeast and north to the southern boundary line of said Ravalet's land, thence with the said line to the place of beginning, so as to include the quantity. EUSTACE SEVEIGNE, his × mark.
164....	Guillaume Tougas, in right of Jean Baptiste Lagarde, 100 acres.	I, Guillaume Taugas, (Tougos,) locate 100 acres, out of the 400 acres granted to Jean Baptiste Lagarde, on the north side of Francis Tougas' land, beginning at the said Taugus' (Tougus') northwest corner, and extending northeast along the said line for quantity. WILLIAM TOUGUS, his × mark.
165....	Anthony Cournoyer, in right of Louis Denoyon.	Anthony Cournoyer locates 50 acres of land, to join an entry of 50 acres, made in the name of Laurent Amelin, on the northeast, which 50 acres is part of 400 donation made to the heirs of the late Louis Denoyon, and assigned by Louis Denoyon, one of the said heirs, to me. ANTHONY COURNOYER.
166....	Heirs of Nicholas Cardinal, 250 acres.	The heirs of Nicholas Cardinal locate 250 acres of their donation of 400 acres, to join No. 44 and 45, in the additional donation, and extend at right angles for quantity. The heirs of NICHOLAS CARDINAL, by Wm. McIntosh.
167....	Isaac Anderson, in right of the heirs of Louis Boyer, 100 acres.	Isaac Anderson, assignee of the heirs of Louis Boyer, locates 100 acres of land, of their donation of 400 acres, beginning on Bosseron creek, on the west side of James Johnston's land, and running along said line for quantity. ISAAC ANDERSON.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
168....	Rodey Phillips, in right of the heirs of Louis Denoyon, 50 acres.	I locate 50 acres of land, (being part of 400 acres,) granted to the heirs of Louis Denoyon, in right of said heirs, joining No. 65, in the militia donation, on the north side thereof. RODEY PHILLIPS.
169....	Samuel Gastan, in right of Peter Cummins, 100 acres.	I locate 100 acres of land, being part of 400 acres granted to Peter Cummins, adjoining lands of Thomas Hardy, beginning at the northwest corner of fraction No. 7, in township No. 1 south, of range No. 10 west, thence east to line of militia donation tract, thence with the line of said tract such a distance that an east line to the west boundary of said fraction, and with the west boundary to the place of beginning, will include the quantity. SAMUEL GASTAN.
170....	William Morrison, in right of the heirs of Etienne Lafontaine, 133.33⅓.	William Morrison, as assignee of one of the heirs of Etienne Lafontaine, locates 133⅓ acres, part of said Lafontaine's donation of 400 acres, to join H. Starman's location at the southeast corner, and run 100 poles east, then south and west for quantity. WILLIAM McINTOSH, for Wm. Morrison.
171....	Toussaint Dubois, in right of Louis Boyer, 100 acres.	I locate 100 acres of land, being part of 400 acres granted to the heirs of Louis Boyer, to join David Flora's location of 400 acres, on his north side in township No. 3 north, of range No. 7 west, extending north 160 poles, and west for quantity. DUBOIS.
172....	Toussaint Dubois, in right of Jacques Godefroy, 400 acres.	I locate 400 acres of land, being 400 acres granted to Jacques Godfrey, joining a former location of mine of 100 acres of land, part of 400 acres granted to the heirs of Louis Boyer; beginning 20 chains west of the northeast corner of said 100 acres tract, thence east with the said line (passing the corner at 20 chains) 50 chains, thence north to take in the quantity of 400 acres. DUBOIS.
173....	Walter Wilson, one of the heirs of Alexander Wilson, 20 acres.	I locate 20 acres of land, as one of the heirs of Alexander Wilson, deceased, on the west of a tract of 100 acres, whereon Jesse Thomas formerly lived, and owned by me. WALTER WILSON.
174....	William Davis, Nathan Pegg and Adam Gallagher, in right of the heirs of Louis Denoyon, 50 acres.	William Davis, Nathan Pegg, and Adam Gallagher, trustees for and in behalf of the Society of Believers, locate 50 acres of land, part of the donation of the heirs of Louis Donoyon, to begin at the southwest corner of the entry made for the heirs of Lagnarde, joining Robert Houston's land, to run 50 poles east, and south for quantity. WM. DAVIS, for self and others.
175....	Same; same right, 50 acres.	William Davis, Nathan Pegg, and Adam Gallagher, trustees for and in behalf of the Society of Believers, locate 50 acres of land, part of the donation of the heirs of Louis Donoyon, to begin 50 poles from the northeast corner of Robert Huston's land, and to run 60 poles east, and north for quantity. WM. DAVIS, for self and others.
176....	Samuel McClure, in right of the heirs of Jean Baptiste Valcour, 100 acres.	Samuel McClure locates 100 acres of land, being part of 400 acres granted to John Baptiste Valcour, beginning at a stake that stands on the northwest boundary line of donation tract No. 218; thence northeast with said line 73 poles; thence northwest 219 poles and some links; thence southwest 73 poles, and thence southeast to the place of beginning, so as to include the quantity. SAMUEL McCLURE.
177....	Jacob Tivenbaugh, in right of Jacob Tivenbaugh, jr., 100 acres.	Jacob Devenbough locates 100 acres of land, in right of Jacob Devenbough, jr., deceased, adjoining lands of John Wilmore, deceased, beginning at the northwest corner thereof; thence with the said Wilmore's land south; thence west; thence north and east to the place of beginning, so as to include the quantity. JACOB DEVENBOUGH, his × mark.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
178....	William Flint, in right of the heir of Louis Boyer, 50 acres.	I locate 50 acres of land, a part of 400 acres granted to the heirs of Louis Boyer, in the right of Toussaint Dubois, to join William Hawkins' survey of 400 acres, in the forks of White river, in section 32, township 3 north, range 7 west, on the north side to include a small improvement made by Richard Palmer. WILLIAM FLINT.
179....	John Curry, in right of the heirs of Jean Baptiste Valcour, 150 acres.	John Curry locates 150 acres of land, being part of 400 acres granted to John Baptiste Valcour, on the northwest side of a location made by Samuel McClure, in Bosseron prairie. JOHN CURRY.
180....	John Curry, in right of the heirs of Jean Baptiste Valcour, 150 acres.	John Curry locates 150 acres of land, out of the 400 acres of land granted to Jean Baptiste Valcour, beginning on the northwest side of Samuel McClure, lot No. 48, at a hickory tree blazed on both sides, and running along said line northeast 200 poles, and thence northwest, southwest and southeast for quantity. JOHN CURRY.
181....	John Curry, in right of the heirs of Louis Denoyon, 50 acres.	John Curry locates 50 acres of land, being part of 400 acres granted to the heirs of Louis Denoyon, adjoining my former location in Bosseron prairie, on the northwest side of said location. JOHN CURRY.
182....	Isaac Minor, in right of the heirs of Alexander Wilson, 20 acres.	I locate 20 acres of land, as assignee of Joseph Harber, and Polly, his wife, their part of 100 acres granted to the heirs of Alexander Wilson, deceased; beginning on Thomas Johnson's line, on the east side, and 40 poles from the east corner, and running to the river, and up the river so as to include the boat yard and the drain that runs out of Ralph Matson's pond into the river, and thence to Johnson's line, for quantity, being in range 10, township No. 6 north, and section 12. ISAAC MINOR.
183....	James Watson, in right of René Campeau, 50 acres.	I locate 50 acres of land, being part of 100 acres granted to René Campeau, adjoining lands of William McIntosh, donation tract No. 218, on his northwest side. JAMES WATSON.
184....	James Watson, in right of René Campeau, 50 acres.	I locate 50 acres of land, being part of 100 acres granted to René Campeau, beginning 40 poles northeast of the west corner of Thomas Jones' tract, near the Bosseron prairie, thence northeast along said line, thence at right angles on all sides to the place of beginning, for quantity. JAMES WATSON.
185....	Jesse Purcell, in right of Hugh Dempsey, 50 acres.	I locate 50 acres of land, being part of 100 acres of land granted to Hugh Dempsey, beginning on the northeast corner of 400 acres of land located in the name of Toussaint Dubois, in township 3 north, range 7 west, running east to the middle of section 14, in said township and range, thence northwest for quantity. JESSE PURCELL.
186....	Walter Wilson, in right of the heirs of Joseph Pancake, 100 acres.	I locate 100 acres of land, granted to the heirs of Joseph Pancake, deceased, on the west and north of 20 acres of land located by me, as one of the heirs of Alexander Wilson, deceased. WALTER WILSON, *Assignee.*
187....	Patrick Payne and John Fisher, in right of Peter Cummins, 250 acres.	Patrick Payne and John Fisher locate 250 acres of land in right of Peter Cummins in the tenth range, on the south side of Potoka, and bounded as follows, viz: beginning at George Humphreys' southeast corner, thence north on the said Humphreys' line 25 poles, thence east till the same shall strike Potoka, thence up Potoka so far as an east course will include Severen's Indian fields, or the place where Isaac Tweedale now lives, and south for quantity. PATRICK PAYNE, JOHN FISHER.
188....	Patrick Payne and John Fisher, in right of Peter Cummins, 50 acres.	Patrick Payne and John Fisher locate 50 acres of land in right of Peter Cummins, beginning at John Fisher's southeast corner in the tenth range, on the south side of Potoka, thence north 80 poles, thence east 100 poles for quantity. PATRICK PAYNE, JOHN FISHER.
189....	William Flint, in right of the heirs of Louis Boyer, 150 acres.	I locate 150 acres of land, being part of 400 acres of land granted to the heirs of Louis Boyer, beginning on the east side, 50 acres of land, entered in the name of Jesse Purcell, in township 3 north, range 7 west, running east 200 poles, then northwest for quantity. WILLIAM FLINT.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
190....	John Marshall, in right of the heirs of Alexander Wilson, 20 acres.	I locate 20 acres of land, being part of 100 acres granted to the heirs of Alexander Wilson, adjoining the land on which I live, and bounded by the lands of Joseph Decker and Solomon Call, and the mouth of Harbin's creek on the south side of White river. JOHN MARSHALL.
191....	Elijah Purcell, in right of Hugh Dempsey, 50 acres.	I locate 50 acres land, being part of a right of 100 acres of land granted to Hugh Dempsey, to begin on the northeast corner of 50 acres of the same right, located in the name of Jesse Purcell, to run northwest for quantity. ELIJAH PURCELL.
192....	John Aikman, in right of Pierre Gibault, 100 acres.	I locate 100 acres of land, being part of 400 acres granted by the commissioners of Kaskia to Pierre Gibault, beginning on the south boundary line of 150 acres location made by William Flint, (in the forks of White river,) 80 poles west of the section line which divides section No. 13 from section No. 14, thence east 160 poles, thence southwest and north, so as to include the quantity. JOHN AIKMAN.
193....	William Baker, in right of Pierre Gibault, 100 acres.	I locate 100 acres of land, being part of a right granted by the commissioners of Kaskia to Pierre Gibault and transferred to this place, beginning at the northeast corner of a location made by William Flint of 150 acres in the forks of White river, thence northwest and south so as to include the quantity. WILLIAM BAKER.
194....	Fergus Sloan, in right of François Cardinal, 100 acres.	I locate 100 acres of land in right of François Cardinal, beginning at the northeast corner of the Seminary township, thence east 160 poles, thence north 100 poles, thence west 160 poles, south to the place of beginning, to include the quantity. FERGUS SLOAN.
195....	James Hannah, in right of the heirs of Louis Denoyon, 50 acres.	I locate 50 acres of land, being part of 400 acres granted to the heirs of Louis Denoyon, adjoining and on the northwest side of the 100 acres granted to Abraham Westfall, as his militia donation on the river de Chis. JAMES HANNAH.
196....	Eli Hawkins, in right of Jean Baptiste Chartier, 68 acres.	Eli Hawkins, assignee of William Hawkins, who was assignee of Francis Vigo, locates 68 acres of land in right of Jean Baptiste Chartier on the north side of, and joining a location of 400 acres made by Samuel Baird, in right of the heirs of Samuel Bosseron, in township No. 3, range No. 7 west, being the same right formerly located by William Hawkins, in township No. 3, range No. 8 west, erroneously thought to be reserved for location. ELI HAWKINS.
197....	Levi Hollingsworth, in right of Louis Leveron, 50 acres.	I locate 50 acres of land in right of Louis Leveron, on the southwest boundary of the donation lot No. 236, beginning 38 poles from the corners of No. 236 and 235, thence with said southwest boundary, thence at right angles, to the place of beginning, so as to include the quantity. LEVI HOLLINGSWORTH.
198....	Levi Hollingsworth, in right of Pierre Gibault, 100 acres.	I locate 100 acres, being part of 400 acres granted to Pierre Gibault, on the southwest side of my former location. LEVI HOLLINGSWORTH.
199....	James Greenfield, in right of Pierre Gibault, 100 acres.	I locate 100 acres of land, being part of 400 acres granted to Pierre Gibault, beginning at a black oak tree, being the corner of donation lot No. 211, 209, and 208; thence with the northeast boundary of lot No. 211, 219 poles; thence at right angles with the different lines, to the place of beginning, to include my improvement and the proper quantity. JAMES GREENFIELD.
200....	John Dupré, in right of Alexander Wilson, 20 acres.	I locate 20 acres of land, in right of the heirs of Alexander Wilson, beginning at the northwest corner of No. 3, in the militia donation, including the improvement that I live on in range 10 west. JOHN DUPRE.
201....	William Hayne, in right of the heirs of Jacob Tivenbaugh, jr., 40 acres.	I locate 40 acres of land, a part of 100 acres granted to the heirs of Jacob Tivenbaugh, deceased, adjoining lands of Joseph Cunningham on the northeast lines. WILLIAM HAYNE, Assignee of the two heirs.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
202....	The heirs of Amable L'Ardoine, 400 acres.	The heirs of Amable L'Ardoine locate 400 acres of land, to begin at Backus' northeast corner, and run south with said line, to Flint's corner; thence with Flint's and Aikman's line 300 poles to Aikman's southeast corner, and east and north for quantity, to the beginning. WILLIAM McINTOSH, for heirs.
203....	William Morrison, in right of Pierre Cabassier, 300 acres.	William Morrison, assignee of Pierre Cabassier, locates 300 acres of land, removed from the Kaskaskia district, to begin at the southwest corner of the entry made by the heirs of L'Ardoine, to run thence east 200 poles, thence south and west for quantity to the place of beginning. WM. McINTOSH, for W. MORRISON.
204....	Louis Ruffiant, in right of Marianne Poineau, 200 acres.	Louis Ruffiant, called Laviolet, heir at law of Marianne Poineau, locates 200 acres, part of a donation of 400 acres granted to said Marianne Poineau, to join Duncan and Davis' location of 400 acres on the east side, and run twice as long as wide, with said line for quantity. LOUIS RUFFIANT.
205....	William Davis and Adam Gallagher, in right of François Bazinet, 200 acres.	William Davis and Adam Gallagher locate 200 acres, assigned to them by Lambert Barois and wife as representatives of François Bazinet, to join the entry made for J. Rouland of 400 acres, on the north side, 100 poles from Robert Huston's line, thence 200 poles east, thence north for quantity. WILLIAM DAVIS, for self and ADAM GALLAGHER.
206....	William Davis and Adam Gallagher, in right of François Bazinet, 50 acres.	William Davis and Adam Gallagher locate 50 acres of land assigned to them by Lambert Barrois and wife, as representatives of François Bazinet, to join Robert Huston's entry on the west side, 50 poles north and south, and west for quantity. WILLIAM DAVIS, for self and ADAM GALLAGHER.
207....	William Davis and Adam Gallagher, in right of François Bazinet, 150 acres.	William Davis and Adam Gallagher locate 150 acres of land assigned to them by Lambert Barrois and wife, as representatives of François Bazinet, to join their entry of 50 acres, made this day, on the west side. WILLIAM DAVIS, for self and ADAM GALLAGHER.
208....	John McBain, in right of the heirs of Alexander Wilson, 20 acres.	I locate 20 acres of land, a part of 100 acres granted to the heirs of Alexander Wilson, adjoining land of the heirs of George Barger, deceased, on the north. JOHN McBAIN, one of the heirs, in right of his wife.
209....	Solomon Tievenbaugh, in right of the heirs of Jacob Tievenbaugh, 40 acres.	I locate 40 acres, in right of the heirs of Jacob Tievenbaugh, jr., beginning at the southwest corner of the tract on which I live; thence south 43 west to the old falls tract; thence southeast to include the quantity. SOLOMON TIEVENBAUGH.
210....	James Barr, in right of the heirs of Nicholas Cardinal, 44.44½ acres.	I locate 44 acres and 71 perches, being the ninth part of 400 acres granted to the heirs of Nicholas Cardinal, beginning at the southeast corner of the location made by John Aikman, thence south and west for quantity. JAMES BARR.
211....	Walter Wilson, in right of Robert Jennings, 136.16 acres.	I locate 136.16 acres of land, granted to the heirs of William Morrison, deceased, adjoining lands of William Lathom and John Fisher, on the east. WALTER WILSON, for the heirs.
212....	Heirs of Andrew Keerhart, (Gebehardt,) 100 acres.	The heirs of Andrew Keerhart locate 100 acres of land, on the south side of the commons, beginning at or near the southeast corner of the said commons, running south and west for quantity. JOHN JOHNSON, for the heirs of ANDREW KEERHART.
213....	Toussaint Dubois, in right of the heirs of Joseph Bonvouloir, 400 acres.	I locate 400 acres of land, in right of Joseph Bonvouloir; beginning on the line which divided the southeast from the southwest quarter of section No. 29, in township No. 6 north, of range No. 10 west, 120 poles north of the southern boundary of the said section No. 29, (which is also the line of James Shaw's location,) thence with the said division line north to the northern boundary of said section; thence east with the northern boundary of the northeast quarter of said section and the northwest quarter of section No. 28, to the quarter section post between No. 28 and No. 21; thence south 200 poles; thence west to place of beginning. DUBOIS.

Locations—Continued.

Numbers drawn.	Name and quantity.	Where located.
214....	Toussaint Dubois, in right of the heirs of Jean Baptiste Legarde, 100 acres.	I locate 100 acres, being part of 400 acres granted to the heirs of Jean Baptiste Legarde; beginning at the northeast quarter of my former location, in the name of Joseph Bonvouloir, thence north and west for quantity. DUBOIS.
215....	Daniel Sullivan, in right of the heirs of Daniel Sullivan, 50 acres.	I locate 50 acres of land, part of 100 acres granted to the heirs of Daniel Sullivan, deceased, joining a survey of mine on Potoka, running north from the northeast corner of said survey, with a line that divides sections Nos. 28 and 27, range 10 west, township 1 south, until it crosses Pond creek; thence west for quantity. I also locate 50 acres, the balance of the above 100 acres, beginning on the south side of my 300 acres survey at the place that Bear run crosses the southern boundary of said 300 acres; thence south, or nearly so, so far as to include the Buckeye spring, in section 32, range 10, township 1 south, thence north for quantity. D. SULLIVAN.
216....	Nathaniel Ewing, in right of Adam Glaze, 100 acres.	I locate 100 acres of land, in right of Adam Glaze, on the south side of a location made by John Johnson, adjoining the common line near Frederick Mehl's, in the swamp. NATHANIEL EWING.
217....	Abraham F. Snapp, in right of John Culbertson, 100 acres.	I locate 100 acres of land, in right of John Culbertson, on the north side of the Wabash, adjoining Henry Kuykendale on the south and the Wabash on the east. ABRAHAM F. SNAPP.
218....	Christopher Wyandt, in right of John Culbert, 100 acres.	I locate 100 acres of land, granted in right of John Culbert, to join my lands lying on the north side of White river, about one mile below the forks of said river. CHRISTOPHER WYANDT.
219....	James Baird, in right of the heirs of Ezekiel Johnson, 50 acres.	I locate 50 acres of land, being part of 400 acres granted to the heirs of Ezekiel Johnson, on the west side of the location made by John Harbin, in right of John Hamelin, jr., on the northwest side of the Wabash, in township No. 5, of range No. 10. JAMES BAIRD.
220....	Toussaint Dubois, in right of Pierre Le Vrie, 100 acres.	I locate 100 acres, in right of Pierre Le Vrie, adjoining my location on the river à Natt, in the name of Gabriel Bolong, on the north side thereof. DUBOIS.
221....	James Blair, in right of the heirs of Ezekiel Johnson, 150 acres.	I locate 150 acres of land, being part of 400 acres granted to the heirs of Ezekiel Johnston, beginning at the southwest corner of section No. 7, in township No. 4 north, of range No. 10 west, running east and north for quantity, and to include the improvement made by Preacher Morris. JAMES BAIRD.
222....	James Baird, in right of the heirs of Ezekiel Johnson, 200 acres.	I locate 200 acres in right of the heirs of Ezekiel Johnson, adjoining my former location on the side thereof, in section No. 10, of township No. 4 north, of range No. 10 west. JAMES BAIRD.
223....	Jacques André, in right of the heirs of Jacques Dumay, 300 acres.	I locate 300 acres of land granted to the heirs of Jacques Dumay, beginning at the northeast corner of James Shaw's location, in township No. 4 north, of range No. 10 west, thence north and west for quantity. JACQUES ANDRE.
224....	Jacques André, in right of the heirs of Joseph Augien, 400 acres.	I locate 400 acres of land in right of Joseph Ogan, on the north side of the location I made in the name of Jacques Dumay, in township No. 4 north, range No. 10 west. JACQUES ANDRE.
225....	Heirs of Jacob Howell, 100 acres.	The heirs of Jacob Howell locate 100 acres of land adjoining the militia land on the east, and Andrew English on the south, extending from said militia land east, along English's line, and south for quantity. The heirs of JACOB HOWELL.
226....	Toussaint Dubois, in right of the heirs of Pierre Caileau, 400 acres.	I locate 400 acres of land in right of Pierre Caileau, joining a location made by Jacques André, in the name of Joseph Ogan, on the west side thereof, in township No. 4 north, range No. 10 west. DUBOIS.

Locations—Continued

Numbers drawn.	Name and quantity.	Where located.
227....	Charles Soudriet, in right of the heirs of Nicholas Cardinal, 105⅝ acres.	Charles Soudriet, assignee of Joseph Cardinal, assignee of the heirs of Nicholas Cardinal, locates 105⅝ acres of their donation of 400 acres on the north side of Louis Ruffiant's entry of 200 acres, part of the donation of 400 acres made to him as heir of Marianne Poineau. CHARLES SOUDRIET.
228....	Nathaniel Ewing, in right of Matthew Dobbins, 100 acres.	I locate 100 acres of land in right of Matthew Dobbins, joining a location made by John Harkin, in the name of Joseph Hamlin, jr., in township No. 5 north, range No. 10 west, on the north side of said location. NATHANIEL EWING.
229....	William Morrison, in right of Jean Baptiste Becquet, 100 acres.	William Morrison, assignee of Jean Baptiste Becquet, locates 100 acres of land granted to him, to join Smith and Bullet's entry on the south, in township 6, range 10. W. McINTOSH, for W. M.
230....	Abraham Barrackman, in right of the heirs of Michel Chartier, 100 acres.	Abraham Barrackman, assignee of the heirs of M. Chartier, locates 100 acres, to join the entry of W. Morrison, assignee of Jean Baptiste Bequet, in township 5, of range 10. W. McINTOSH, for A. BARRACKMAN.
231....	Joseph Laplante, 100 acres.	William McIntosh, for Joseph Laplante, locates his 100 acres of land, joining the entry of Barrackman, assignee of the heirs of M. Chartier, on the south. WM. McINTOSH, for JOSEPH LAPLANTE.
232....	William Morrison, in right of the heirs of Louis Denoyon, 50 acres.	William McIntosh, for William Morrison, assignee of the heirs of Louis Denoyon, locates 50 acres, part of their donation of 400 acres, to join the entry made for Joseph Laplante. WM. McINTOSH, for W. M.
233....	John Johnson, in trust for William McIntosh, in right of Francis Coder, 136 acres.	John Johnson, trustee of the estate of William McIntosh, locates 136 acres removed, assignee of the heirs of Coder, to join Frederick and William Jones' line on the south. WM. McINTOSH for JOHN JOHNSTON, *Trustee.*
234....	Toussaint Dubois, in right of the heirs of Etienne Lafontaine, 266.66⅔ acres.	I locate 266⅔ acres of land, in right of Etienne Lafontaine's heirs, joining a location made by John Harvey (Harbin,) in right Joseph Hamelin, jr., in township No. 5 north, of range No. 10 west, on the north and west side thereof. DUBOIS.
235....	Toussaint Dubois, in right of the heirs of Guillaume Dapron, 200 acres.	I locate 200 acres of land, being part of 400 acres granted to the heirs of Guillaume Dapron, on the north side of a location made by me in the name of Pierre Caileau, in township No. 6 north, of range No. 10 west. DUBOIS.
236....	Toussaint Dubois, in right of the heirs of Pierre Godare, 400 acres.	I locate 400 acres of land in right of Pierre Godare, including the improvement made by —— Hatheway, in township No. 4 north, of range No. 7 west. DUBOIS.
237....	Toussaint Dubois, in right of the heirs of Guillaume Dapron, 200 acres.	I locate 200 acres of land, in right of Guillaume Dapron, adjoining my entry made in right of Pierre Godare, in township No. DUBOIS.

23D CONGRESS.] No. 1334. [2D SESSION.

OPINION OF THE SUPREME COURT OF THE UNITED STATES ON A CLAIM TO LAND IN MISSOURI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES FEBRUARY 25, 1835.

IN THE SUPREME COURT OF THE UNITED STATES, JANUARY TERM, 1835.

CH. D. DELASSUS
vs.
THE UNITED STATES.

Opinion of the Court, delivered by Mr. Chief Justice Marshall.

This is an appeal from a decree pronounced by the court of the United States for the district of Missouri, by which the claim and title of the petitioner, Charles Dehault Delassus, to a tract of land in his petition mentioned, under a concession alleged to be authorized by the laws of Spain, and protected by the treaty ceding Louisiana to the United States, was declared to be invalid.

The suit was instituted under the act of the 25th of May, 1824, "enabling the claimants to lands within the limits of the State of Missouri and Territory of Arkansas, to institute proceedings to try the validity of their claims."

The petition, which is the institution of the suit, states that, on the 3d of March, 1795, Don Pedro Dechault Delassus Deluzieres, the father of the petitioner, addressed his petition to Don Zenon Trudeau, lieutenant governor of the province of Upper Louisiana, praying that a concession or grant should be made to him and his heirs, of a tract of land containing seven thousand and fifty-six arpens, French measure, being a league square. That said lieutenant governor, in compliance with said petition, and in obedience to an official instruction addressed to him by the governor general of the province of Louisiana, the Baron de Carondelet, did, by decree bearing date the 1st of April, in the year 1795, grant to said Deluzieres and his heirs, forever, a tract of a square league, situated on a branch of the river St. Francis, called Gabouri; and, by said decree, ordered François Vallé the captain commandant of the post of St. Genevieve, to put Deluzieres forthwith in possession of the said tract of land, which was done on the 15th of the same month. A delay in the appointment of a surveyor for the province prevented the survey from being immediately made. It was made on the 14th of December, 1799. The petition proceeds to state that the requisites of the laws for the preservation of his rights had been observed, that his father is dead, and the title is vested in the petitioner. He prays that his title and claim be confirmed.

The answer of the district attorney professes ignorance of the facts, and insists that the petitioner be required to prove the validity of his claim.

The petition of Pierre Charles Dehault Delassus Deluzieres, presented to Don Zenon Trudeau, lieutenant governor of the western part of Illinois, &c., states that, in May, 1793, he resolved to come to Illinois, on the assurance of his lordship, the Baron de Carondelet, governor general of Louisiana, that he would order and authorize him, the said Don Zenon Trudeau, the lieutenant governor, &c., to grant him, the petitioner, a tract of land for the exclusive exploration of lead mines, &c., which assurance is fully expressed in a letter annexed to the petition, which, he adds, conforms to a letter addressed to the lieutenant governor on the same subject. The petition then ascribes the delay in its presentation to long and severe illness, and to the difficulty of finding a tract of land adapted to the object. This being at length accomplished, and having found a spot indicating that it contains lead mineral on one of the branches of the river St. Francis, called Gabouri, the petitioner prays a concession thereof to the extent of a league square.

The letter of the Baron de Carondelet is in these words: "The knight Don Pierre Dehault Delassus has entered into contract with this intendancy to deliver, yearly, during the term of five years, thirty thousand pounds of lead, in balls or bars. In order that he may comply with his contract, your worship will put him in possession of the land he may solicit for the exploration, benefit and enjoyment of the mines; for which purpose, he is to present a memorial directed to me, and which your worship will transmit, that I may give him the corresponding decree of concession, being understood, in the meantime, your worship will put him in possession. God preserve your worship many years. New Orleans, May 7, 1793.

"EL BARON DE CARONDELET.

"To ZENON TRUDEAU."

Other letters from the Baron de Carondelet, sustaining that above recited, were annexed to this petition; and on the 1st of April, 1795, Zenon Trudeau, lieutenant governor of the province, granted the required concession.

The regular documents to prove the survey and the possession of the premises by Delassus were also laid before the district court.

The act of the 26th of May, 1824, gives the district court authority to hear and determine all questions arising in any cause brought before it by the petition of any person claiming lands within the State of Missouri, "by virtue of any French or Spanish grant, concession, warrant or order of survey, legally made, granted or issued, before the 10th day of March, 1804, by the proper authorities, to any person or persons resident in the province of Louisiana at the date thereof, or on or before the 10th day of March, 1804, and which was protected or secured by the treaty between the United States of America and the French republic, of the 30th day of April, 1803, and which might have been perfected into a complete title, under and in conformity to the laws, usages and customs of the government under which the same originated, had not the sovereignty of the country been transferred to the United States."

In the first article of the treaty referred to, the Consul of the French republic ceded to the United States, in full sovereignty, the province of Louisiana, with all its rights and appurtenances. The second article declares that in this cession "are included the adjacent islands belonging to Louisiana, all public lots and squares, vacant lands, and all public buildings, fortifications, barracks and other edifices which

are not private property." The third article stipulates "that the inhabitants of the ceded territory shall be incorporated in the Union of the United States, and admitted as soon as possible, according to the principles of the federal Constitution, to the enjoyments of all the rights, advantages, and immunities of citizens of the United States; and, in the meantime, they shall be maintained and protected in the free enjoyment of their liberty, property, and the religion which they profess."

These are the stipulations which afford that protection or security to claims to land under the French or Spanish government, to which the act of Congress refers. They extend to all property until Louisiana shall become a member of the Union, into which the inhabitants are to be incorporated as soon as possible, "and admitted to all the rights, advantages, and immunities of citizens of the United States." That the perfect inviolability and security of property is among these rights, all will assert and maintain.

The right of property, then, is protected and secured by the treaty, and no principle is better settled in this country than that an inchoate title to lands is property.

Independent of treaty stipulation, this right would be held sacred. The sovereign who acquires an inhabited territory, acquires full dominion over it; but this dominion is never supposed to divest the vested right of individuals to property. The language of the treaty ceding Louisiana excludes every idea of interfering with private property—of transferring lands which had been severed from the royal domain. The people change their sovereign. Their right to property remains unaffected by this change.

The inquiry, then, is, whether this concession "was legally made by the proper authorities," "and might have been perfected into a complete title, under and in conformity to the laws, usages, and customs of the government under which the same originated, had not the sovereignty of the country been transferred to the United States."

The concession was made in regular form, on the first of April, 1795, by Zenon Trudeau, lieutenant governor of the western part of Illinois, in which the land lay, by special order of the Baron de Carondelet, governor general of the province, given in consequence of a contract entered into by Deluzieres with the government for the supply of lead.

By the royal order of 1774, the power of granting lands, which had been invested in the intendants by an order of 1768, was revested in the civil and military governors of provinces, who retained it until 1798. (See White's compilation, 208.) In the execution of this power, the lieutenant governors, or commandants of posts, as is fully shown by the proceedings before the various tribunals appointed under the authority of the United States, were employed to make the original concession and order of survey, and to put the grantee into possession. In 1795, then, when these acts were performed by the lieutenant governor, under the authority and by the special order of the governor general, those officers were the "proper authorities," and had full power to make the concessions, and to perfect it by a complete title. Who can doubt that it would have been so perfected "in conformity to the laws, usages, and customs of the Spanish government, had not the sovereignty of the country been transferred to the United States?"

A grant or a concession made by that officer who is by law authorized to make it, carries with it *prima facie* evidence that it is within his powers. No excess of them, or departure from them, is to be presumed. He violates his duty by such excess, and is responsible for it. He who alleges that an officer entrusted with an important duty has violated his instructions, must show it.

This subject was fully discussed in the United States *vs.* Arredondo, 6th Peters, Percheman *vs.* the United States, 7th Peters, and the United States *vs.* Clarke, 8th Peters. It is unnecessary to repeat the arguments contained in the opinions given by the court in those cases.

The concession is unconditional, the land was regularly surveyed, and the party put into possession.

The objection made to this plain title is, that the concession is not made in pursuance of the regulations of O'Reilly.

This objection was considered in the cases heretofore decided by this court, and especially in 8th Peters, 455. It is apparent that those regulations were intended for the general government of subordinate officers, not to control and limit the power of the person from whose will they emanated. The Baron de Carondelet we must suppose possessed all the powers which had been vested in Don O'Reilly, and a concession ordered by him is as valid as a similar concession directed by governor O'Reilly would have been. Had governor O'Reilly made such a grant, could it have been alleged that he had disabled himself, by his instructions for the regulation of the conduct of his subordinate officers—instructions which the person that created must have been capable of varying or annulling—from exercising the power vested in him by the crown?

The lead mine has been mentioned; but the act of Congress on which the case depends, contains no reservation of lead mines. It extends the jurisdiction of the court to all claims "by virtue of any French or Spanish grant, concession, warrant, or order of survey," legally made, &c., by the proper authorities, &c. This is such a concession.

The court is of opinion that the claim of the appellant is valid, and ought to be confirmed. The decree of the district court is reversed and annulled; and this court, proceeding to pronounce such decree as the district court ought to have given, doth declare the claim of the petitioners to be valid, and doth confirm their title to the tract of land in their petition mentioned, according to the boundaries thereof, as described in the survey made by Antonio Soulard, principal deputy surveyor of Upper Louisiana, on the 14th day of December, 1799, and his certificate of the said survey, dated the 5th of March, 1800, and appearing in the record of the proceedings of this cause.

I, Richard Peters, reporter of the decisions of the Supreme Court of the United States, do hereby certify that the foregoing is a true copy of the opinion of the court, delivered by Mr. Chief Justice Marshall, at January term, 1835.

Witness my hand and seal, at the city of Washington, this 21st day of February, 1835.

RICH'D PETERS. [L. S.]

IN THE SUPREME COURT OF THE UNITED STATES, JANUARY TERM, 1835.

CHOTEAU ET AL.
vs.
THE UNITED STATES.

Opinion of the Court, delivered by Mr. Chief Justice Marshall.

Auguste A. Choteau and others, devisees of Auguste Choteau, presented their petition to the court of the United States for the district of Missouri, praying that their title to twelve hundred and eighty-one arpens of land near the town of St. Louis, in the State of Missouri, which they claim under the following circumstances, be confirmed.

The late Auguste Choteau applied to the then exisiting governor of Upper Louisiana for permission to establish a distillery in or near the town of St. Louis; which permission was granted on the 3d of January, 1800.

He then petitioned for a concession for twelve hundred and eighty-one superficial arpens of land, to furnish firewood for his distillery; which was granted in the following words:

"ST. LOUIS OF ILLINOIS, *January* 5, 1800.

"Being satisfied that the applicant has sufficient means to make available, in the term of the regulation of this province, the lands which he demands, the surveyor of this Upper Louisiana, Mr. Anthony Soulard, will put him in possession of the twelve hundred and eighty-one arpens of land, in the place where he asks it; and afterwards, the applicant will have to solicit the formal title of concession of the intendant general of these provinces, to whom belongs, by order of his Majesty, the disposing and conceding every kind of vacant lands of the royal domains.

"CHARLES DEHAULT DELASSUS."

The permission of the governor general to erect the distillery is alluded to in the following letter from him to the claimant:

"NEW ORLEANS, *May* 20, 1799.

"MY DEAR FRIEND: Wishing to testify to you my esteem, by every opportunity, I merely assure you of my esteem, promising to answer your letter by the boat that just arrived, and which will leave here next week. In my instructions to Mr. Delassus, I recommend him particularly to favor all your undertakings, &c., &c.

"Adieu: I am in such a hurry that I have but the time to tell you that I am your sincere friend, and most humble servant,

"MANUEL GAYOSO DE LEMOS."

The order of survey was executed on the 10th of April, 1801, and the petitioner put in possession, which he retained till his death, having first made his last will, in which he devised it to the petitioners, who have taken all the steps required by law to preserve their claim.

The petition prays for a confirmation of the title. The answer of the district attorney admits nothing, and submits the case to the court, on the proof to be made by the petitioners. The erection of the distillery, and the manufacture of spirits, to a considerable extent, the apparent motive to the grant, are fully proved.

The distinction between the case of Choteau and others, and that of Delassus whose title has been confirmed, consists in this: The concession to Delassus was made by the lieutenant governor of Upper Louisiana, by direction of the governor general, at a time when the power of granting land was vested in the governors of provinces. This power was transferred to the intendant general in 1779, after which transfer, in January, 1800, the order of survey under which Choteau claimed was made by the lieutenant governor. The validity of the order depends on the authority of the lieutenant governor to make it. Choteau alleges, in support of this authority, that the lieutenant governor was also sub-delegate, in which character he was empowered to grant incomplete titles.

Several documents have been laid before the court, which satisfy us that the lieutenant governors were, by virtue of their office, sub-delegates. In the record in Soulard's case, which, we understand, is to be considered as an exhibit in this, a letter from the lieutenant governor Delassus to the surveyor general is introduced, in which he recites a letter of Morales, the intendant general, to him, dated the 1st of December, 1802, informing him that, in consequence of the death of the assessor, he had closed the tribunal of affairs and causes relating to grants and compositions of royal lands. The letter adds, "I make this communication, in order that, apprised of this providence, you may not receive, frame, or transmit memorials soliciting lands until further orders."

In a letter of the 26th of August, 1799, addressed by Morales to Don Carlos Dehault Delassus, in which he notices instructions given by Delassus to Roberto McKay, in his character of sub-delegate, he observes, "I must say that it being contrary to law that one sub-delegate should transfer his powers to another," "the instructions given by you cannot, nor ought to, have effect, and the more so as the sub-delegation of the intendancy is local." In a certificate given by Don Gilberto Leonard, treasurer of the army, and Don Manuel Gonzales Armirez, minister of the royal treasury, &c., of the province of Louisiana, they certify that, in pursuance of a decree of the senior intendant general ad interim, the senior colonel, Charles Dehault Delassus, formerly commandant of the post of New Madrid, and lieutenant governor of St. Louis of the Illinois, with the sub-delegation of the royal treasury in both situations," &c.

In the claims laid before the commissioners, and confirmed, are several which originated with Delassus, after the power of granting lands was transferred from the governor to the intendant general. This very order of survey was executed by the surveyor general in 1801; possession was delivered to Choteau, which was retained by him during his life, and appears to have remained with his devisees since his death.

On this point the report made by the recorder and commissioners to Congress, under the acts of the 9th of July, 1832, and the 2d of March, 1833, cannot be disregarded. They speak of the union of the two offices of lieutenant governor and sub-delegate as being universally understood and admitted.

Charles Dehault Delassus, lieutenant governor of Upper Louisiana, whose deposition appears to be

annexed to the report of the commissioners, deposes, "that all the lieutenant governors of Upper Louisiana were, in virtue of their offices as lieutenant governors, likewise sub-delegate; that the offices of lieutenant governor and sub-delegate were inseparable." Morales, who, immediately after the sale of the royal lands, had been transferred to his intendancy, assigns as one reason for issuing his regulations, "that the commandants, as sub-delegates of the intendancy, may be informed what they ought to observe."

If, as we think must be admitted, Delassus was sub-delegate as well as lieutenant governor, the transfer of the power of granting lands, belonging to the royal domain, from the governer to the intendant general, did not affect his power to give the order of survey, on which the title of the petitioner depends. That order is the foundation of title, and is, according to the acts of Congress, and the general understanding and usage of Louisiana and Missouri, capable of being perfected into a complete title. It is property capable of being alienated, of being subjected to debts, and is, as such, to be held as sacred and inviolate as other property.

The power of lieutenant governor Delassus, in his character of sub-delegate, to make his order of survey, being established, all the principles settled in the preceding cases apply to this. No objection to the claim is perceived, and we think it ought to have been declared valid.

The decree of the district court is reversed and annulled; and this court, proceeding to give such decree as the district court ought to have given, doth declare the claim of the petitioners, to the tract of land in their petition mentioned, to be valid, and doth confirm their title to the same, according to the boundaries thereof, as described in the survey made by Antonio Soulard, principal deputy surveyor of Upper Louisiana, on the 5th day of March, 1801, a certificate of which appears in the record, dated the 10th day of April, 1801.

I, Richard Peters, reporter of the decisions of the Supreme Court of the United States, do hereby certify that the foregoing is a true copy of the opnion of the court, delivered by Mr. Chief Justice Marshall, at January term, 1835.

Witness my hand and seal, at the city of Washington, this 21st day of February, 1835.

RICH'D PETERS. [L. S.]

IN THE SUPREME COURT OF THE UNITED STATES, JANUARY TERM, 1835.

THE DEVISEES OF AUGUSTE CHOTEAU *vs.* THE UNITED STATES. } *Opinion of the Court, delivered by Mr. Chief Justice Marshall.*

This is an appeal from a decree of the district court of Missouri, sitting under the act of the 26th of May, 1824.

The devisees of Auguste Choteau, a citizen of Missouri, presented their petition to the district court, in which they state that their testator, on the 8th day of January, 1798, being then a resident of Upper Louisiana, obtained from Don Zenon Trudeau, lieutenant governor of that province, a decree directing Don Antonio Soulard, the surveyor general of the province, to put the said Choteau in possession of the land prayed for, and to survey the same, and make a plat and certificate thereof, to enable the said Choteau to solicit a complete title thereon from the governor general, who, by the said decree, was informed that the said petitioner's circumstances were such as to entitle him to that favor. In pursuance of this decree, the survey was executed on the 20th of December, 1803, and the said Choteau put into possession of the tract surveyed, amounting to one league square, which he retained till his death, when he devised it to the petitioners, who have remained in possession ever since.

All the steps required by law, for the preservation of the title acquired by the decree of the lieutenant governor, have been taken.

The petitioners pray that their right and title to the land they claim may be confirmed.

The answer of the district attorney admits nothing, and refers the claim to the court.

Some testimony was taken, to show that the said Auguste Choteau was, at the time of his petition, and of the decree of the lieutenant governor, and at the date of the said survey, possessed of at least one hundred head of tame cattle, from two to three hundred hogs, from one hundred and forty to one hundred and fifty horses, about forty sheep, and from fifty to sixty slaves.

The United States gave, in evidence, a petition of the said Auguste Choteau, presented on the 24th day of January, 1798, to the lieutenant governor of Upper Louisiana, praying for a concession of seven thousand and fifty-six arpens of land, situated on the north bank of the Missouri, about two hundred and five miles from its mouth, which petition was granted on the succeeding day. A survey of this tract was executed on the 17th of March, 1801; and it appears to have been conveyed by Auguste Choteau to Daniel Clarke, by deed, bearing date the 8th of September, 1804. This claim was offered to the board of commissioners, but being "unsupported by actual inhabitation and cultivation," was rejected. The board, at the same time, observed that the said concession is not duly registered.

The only objection which can be made to the validity of this concession, is, that the petitioner did not possess as many tame cattle as the regulations of O'Reilly required. The eighth article of those regulations declares that no grant in the Opelousas, Attakapas, and Natchitoches, shall exceed one league in front, by one league in depth. The ninth is in these words: "To obtain in the Opelousas, Attakapas, and Natchitoches, a grant of forty-two arpens in depth, the applicant must make appear that he is possessed of one hundred head of tame cattle, some horses and sheep, and two slaves to look after them—a proportion which shall always be observed for the grants to be made of greater extent than that declared in the preceding article.

There is some confusion in these two articles, which would lead to a suspicion that the translation may not be accurate. The eighth article declares that no grant shall exceed a league square; and the ninth, if to be understood literally, professes to prescribe the property which the applicant must possess, to entitle him to a larger quantity than a league square. It is also observable that this article is limited to the three districts mentioned, which are not in Upper Louisiana, and that they are peculiarly adapted to a grazing country, and to a grazing country only. There could be no motive for apportioning

one hundred head of cattle to two slaves in an agricultural country. It is probable that if the regulations of O'Reilly were extended to Upper Louisiana, they were extended with modifications, at least of the ninth article, so as to adapt the proportions of property required to the country to which the article was extended.

This supposition derives great strength from the fact that the lieutenant governor, who must have understood his orders, certifies to the governor, in his decree, "that the said applicant is in the circumstances that merit this favor." The applicant is proved to have possessed more slaves than were required by the ninth article of O'Reilly's regulations, though not so many tame cattle.

We think also that, in the spirit of the decisions which have been heretofore made by this court, and of the acts of confirmation passed by Congress, the fact, that the applicant possessed the requisite amount of property to entitle him to the land he solicited, was submitted to the officer who decided on the application, and that he is not bound to prove it to the court which passes on the validity of the grant. These incomplete titles were transferable, and the assignee might not possess the means of proving the exact number of cattle in possession of the petitioner when the concession was made.

It is remarkable that, if we may trust the best information we have on the subject, neither the governor nor intendant general has ever refused to perfect incomplete title granted by a deputy governor or sub-delegate. We cannot allow this objection to prevail.

The objection drawn by the United States from the concession made on the 24th January, 1798, is not, we think, entitled to more weight. The eighth regulation, made by O'Reilly, is not that no individual shall receive grants for more land than one league square, but that no grant shall exceed one league square. The words of the regulation do not forbid different grants to the same person, and, so far as our information goes, it has never been so construed. Neither of these grants, so far as we understand the geography of the country, lies in Opelousas, Attakapas, or Natchitoches. It does not appear that the grant made on the 24th of January has been established, and the record shows that it was rejected by the board of commissioners for reasons on the sufficiency of which we do not now decide. But it is conclusive that the concession of the 24th of January was subsequent to that of the 8th, and consequently could not affect it.

We are of opinion that the district court erred in declaring the concession made to Auguste Choteau, on the 8th of January, 1798, to be invalid, and that the same ought to be confirmed.

The decree of the district court is reversed and annulled; and this court, proceeding to give such decree as the district court ought to have given, doth declare the claim of the petitioners, to the tract of land in their petition mentioned, to be valid, and doth confirm their title to the same, according to the boundaries thereof, as described in the survey made by James Rankin, deputy surveyor, and certified by Anthony Soulard, principal deputy surveyor of Upper Louisiana, as appears by his certificate of the 29th of December, 1803, contained in the record.

I, Richard Peters, reporter of the decisions of the Supreme Court of the United States, do hereby certify that the foregoing is a true copy of the opinion of the court, delivered by Mr. Chief Justice Marshall, at January term, 1835.

Witness my hand and seal, at the city of Washington, this 21st day of February, 1835.

RICH'D PETERS. [L. S.]

23D CONGRESS.] No. 1335. [2D SESSION.

FRAUDS IN THE SALE OF THE PUBLIC LANDS.

COMMUNICATED TO THE SENATE MARCH 3, 1835.

Mr. POINDEXTER, from the Committee on Public Lands, to whom was referred sundry resolutions of the Senate, instructing said committee to inquire whether any fraudulent practices had taken place in the sales of the public lands by means of combinations or companies of individuals, reported:

That the great extent of country over which the public lands are spread, and the numerous districts into which it has been divided by law, for the convenience of the purchasers thereof at public or private sale, rendered the investigations which the committee were instructed to make tedious and difficult, and in some cases impracticable; but everything has been done which vigilance and industry could effect to overcome these obstacles, and a volume of testimony has been obtained, which is herewith presented to the Senate, subject to such order as the Senate may think proper to adopt in relation to it. It appears by the reports of the commissioners appointed to take depositions in several land districts, that most of the persons who have been large purchasers of the public lands, in connection with combinations or companies of speculators, who were summoned to give testimony concerning the frauds practiced by such companies, have either declined or positively refused to appear before the commissioners and testify. Hence the evidence is much more imperfect than it would have been if these persons could have been compelled to obey the summons issued under the authority of the Senate. Many of the speculators were persons filling high offices in the States in which the public lands purchased by them are situated, and others possessing wealth and influence, all of whom naturally united to render this investigation odious among the people; and in this manner influenced numerous witnesses to refuse their testimony to facts within their knowledge, touching the matters into which the committee have been instructed to inquire.

In some instances the commissioners were threatened with personal violence, to deter them from the performance of their duties; and all who testified were denounced and put in fear by the powerful combinations whose conduct was the subject of scrutiny. In the district of lands subject to sale at Chocchuma, in Mississippi, the life of a person, acting as commissioner, was attempted; which, however, failed, and the assailant fell a victim to his own rash act. The committee have adverted to these circumstances to show the causes which have produced the delays in closing the examination of the witnesses, and the

means employed to prevent a full development of the frauds which have so extensively prevailed in certain quarters in the sales of the public lands, which have resulted to the great injury of the public interests, and of the poor emigrant who desired to purchase a home for himself and family. The committee have withheld their report to the latest period of the session, in the hope that all the evidence might be received, to enable them to bring the investigation to a final determination; but in this they have been disappointed.

Many of the commissioners have not returned the depositions taken by them, and therefore the report must necessarily leave the subject open to the action of the next Congress. The committee do not propose to enter into a tedious detail of the evidence before them, as it will accompany their report, and may be read and understood by all who desire to inform themselves of the frauds which it discloses. They will barely present a summary of the general character of these frauds, and recommend such remedies as may be seen to be best adapted to the correction of them in future. It appears to the committee that the present system of laws for the disposal of the lands of the United States is fully adequate to the protection of the public interests and of private rights; and the only medium through which frauds of any kind can be practiced, is in the maladministration of the laws by the officers who are entrusted with the superintendence of the sales of these lands. That all the mischiefs which have been so loudly complained of are to be traced to those whose duty it is to execute the laws, the volume of evidence now submitted to the Senate fully proves. The first step necessary to the success of every scheme of speculation in the public lands, is to corrupt the land officers, by a secret understanding between the parties that they are to receive a certain proportion of the profits, and that point being gained, every difficulty to the consummation of their plan of operations may be removed, without the hazard of detection.

These officers hold their commissions at the will of the President of the United States; and for causes such as have existed for several years past, and are believed now to exist, they ought in many districts to be removed from office; but the facility with which they may participate in frauds of the greatest enormity without detection, acting ostensibly under the name of another, and binding their associates to secrecy, and also the undue confidence often reposed in a political favorite or personal friend by the chief magistrate, too frequently protect officers who violate the laws from punishment, and thereby the public interests sustain injuries to an extent which cannot be accurately estimated. All these things have occurred for the last three or four years in districts where the most atrocious and outrageous frauds have been committed, as will abundantly appear by the testimony which accompanies this report. No officer has been removed for these causes; but the most guilty among them have been reappointed from time to time, until they have become bold and fearless in their course, well knowing how to retain their places and speculate on the public property. These defects are not in the law, but in its administration; and the remedy, if any, must be found in future legislation, applicable to the existing state of things.

The committee have received but little evidence of frauds committed or tolerated by the land offices northwest of the river Ohio. These may nevertheless exist; but as no strong representations have been made on the subject, commissions for taking testimony have been sent only into the district of Zanesville, in Ohio. The evidence from that quarter shows a few cases of favoritism in the entry of public lands at private sale; and, at one time, the practice pretty generally prevailed of making the land offices depositories of scrip, receivable in payment of the public lands, in which a system of speculation was carried on by the several registers and receivers, in a manner and under circumstances deserving the severest censure of the government and the people. The late register at Zanesville was most deeply implicated in these speculations and other malpractices. He was rebuked by the Senate by the rejection of his nomination for reappointment; and, with this exception, it is believed that the sales of the public lands in Ohio, Indiana, Illinois, Missouri, and the Territory of Michigan, are fairly made according to law. The states of Alabama, Mississippi, and Louisiana have been the principal theatre of speculations and frauds in buying up the public lands, and dividing the most enormous profits between the members of the different companies of speculators. The committee refer to the depositions of numerous respectable witnesses to attest the various ramifications of these speculations and frauds, and the means by which they have been carried into effect. That these depositions fall far short of the whole truth, on the subjects to which they relate, the committee cannot doubt, from the refusal of the parties concerned to appear and testify before the commissioners, or to answer interrogatories. From Alabama the testimony is yet incomplete, and much more may be expected prior to the next session of Congress. It appears, however, that an organized band of speculators has been formed in that State, with a large capital, on which immense purchases have been made of the public lands and Indian reservations in the tracts of country lately ceded to the United States by the Creek, Choctaw, and Chickasaw tribes of Indians. The first proclamation of the President of the United States for the sale of the lands acquired from the Creek Indians, by the late treaty with that tribe, was promulgated only four weeks before the sales took place; and, consequently, the inhabitants of that country had no opportunity of procuring the necessary funds to purchase the small tracts of lands which they had settled and cultivated; nor, indeed, did they know, with a few exceptions, when or where the sales took place.

It appears from the testimony of —— Magruder, one of the commissioners for locating the Indian reservations in that country, that none but speculators attended those sales and made purchases, and that so great were the sacrifices made in the sales for the want of bidders, that a single section was bid off at about eight hundred dollars by the agent of a company, and sold off the next day for as many thousand dollars as it had cost the purchaser hundreds. This case is selected as an example of what had occurred at these sales. The committee at the last session reported a bill to prohibit sales under these short notices, which was passed into a law, and therefore a like proceeding in favor of speculators cannot again occur. In Mississippi the most extensive speculations and frauds have been practiced, and the committee proceed to state the character of them under general heads, referring to the testimony for more enlarged specifications.

I. THE MOUNT SALUS LAND OFFICERS.

The register and receiver at this land office, Samuel Gwin and George P. Dameron, were notoriously engaged in extensive speculations in the lands of the United States. In order to secure the most valuable tracts of land, of which they became possessed of accurate information by their official stations, they marked every such tract with the letter S, so that if any person wishing to purchase should apply for either of the tracts thus marked, the applicant was informed that the tract was previously entered, and in this

manner it remained unsold until they, or either of them, could make a suitable profit by private sale, or found it convenient to pay the minimum price and obtain a final certificate of purchase. The same practice was likewise adopted to favor particular individuals who were the friends or favorites of those officers, and who had not the means to make prompt payment. It appears by the deposition of the present receiver in the said district, —— Summeral, who is shown by the evidence to be an honest, upright man, and a faithful public officer, that at the time he took possession of his office there were numerous tracts of land marked on the map with the letter S, which had not been sold, and which have since been opened to entry at private sale. The number of tracts so marked is stated at about two hundred.

2. These officers were in the constant habit of selling the public lands to applicants on a credit, exacting from the purchasers a separate note as a *bonus* or interest on the nominal amount of the purchase money, which they appropriated to their own use, and signed a receipt to the purchaser only when the money and interest were paid, and in the meantime the tract thus fraudulently sold was marked with the letter S, to prevent persons from making application to enter it. The law requires that the lands of the United States shall be sold for ready money only.

3. These officers appear on the sale books to have become the purchasers of lands in their own names, contrary to the express provisions of law.

4. They stand charged, by the testimony of many witnesses, with gross partiality and favoritism between applicants for the same tract of land, and with other devices highly vexatious to individuals who might incur their displeasure, and injurious to the interests of the government. How far these or like derelictions of duty, in violation of law, have taken place in other districts in that State or elsewhere, will more fully appear by an inspection of the evidence. The committee, however, deem it due to justice to state, that the present land officers at the Mount Salus district have done much to reform the abuses previously existing there, and these offices are now conducted with strict honesty and legal propriety.

II. THE CHOCCHUMA DISTRICT.

Samuel Gwin was transferred to this office, as register, from Mount Salus. The committee will not enter into the detail of the profligate scenes which took place in this district at the sales which opened in October, 1833, and which have continued to characterize the conduct of the register who controls the sales at private entry up to the present time. The evidence portrays greater enormities at this office than is believed to have occurred at any time in any land district of the United States. To this evidence the committee beg leave to refer the Senate. It appears that three or more extensive companies of speculators met at these sales, who in a very short time after the sales opened united for the purpose of monopolizing all the good lands then offered at public sale, of overawing bidders, and driving all competition out of the market. These objects were fully accomplished by certain articles of agreement entered into between the respective companies, a part of which have been published by a principal partner and agent of these companies. Among the extraordinary facts which the testimony discloses in relation to this combination are the following:

1. That the agents of the company undertook to dictate terms to the actual settlers, and claim to themselves great credit for having *permitted* each occupant to purchase, or to purchase themselves for him, on certain conditions, a tract not exceeding one quarter section, at the minimum price of the government, to include his improvements, provided each settler should not bid at public sale for any other land. This privilege was granted by *permission* of the company of speculators, and the agents were employed to carry the same into effect, which they accordingly did. All who refused to enter into this arrangement, and they were but few, had no other alternative but to bid against the large capitalists of which the company was composed, and purchase his land at a high price; but the instant he submitted to the authority of the company, his improvements were secured to him at one dollar and twenty-five cents per acre. One of the agents boasted that he had passed a pre-emption law in effect which had been rejected by Congress.

Thus it will be seen that the laws were set at defiance; and a body of men, combined for the avowed purpose of speculating on the government, were permitted by the officers superintending these sales to dictate terms to bidders, to break down all competition, and even to arrogate to themselves the power of granting pre-emptions to actual settlers. These facts are well calculated to excite the indignant feelings of the people of these States, and ought to claim the serious consideration of Congress. The evidence further demonstrates that three-fourths of the valuable cotton lands sold at Chocchuma in October, 1833, were purchased by the agents of the speculators at one dollar and twenty-five cents per acre, with the exception of a few tracts which were purchased at a higher rate. It further appears that the company established an office in the vicinity of the register's office, at which they opened on each day a regular sale of the lands purchased by them at public sale, and at this company sale all were permitted to bid who thought proper; but at the public sales the company claimed and actually enforced a complete monopoly. All this was done in open day, and could not be unknown to the officers of government, who superintended the sales, and who either connived at or participated in these fraudulent transactions. For a specification of particular cases of violation of the law, or manifest partiality on the part of the officers charged with the solemn duty of guarding and protecting the interests of the United States, the committee refer to the depositions on the files of the Senate.

The committee perceive by the evidence that the same scenes were acted over at the sales which took place at Columbus in the same year, and therefore decline entering into a detailed account of them. The Commissioner of the General Land Office, in reply to a call of the Senate, made a report, by which it will be seen that all the lands sold in that year at the offices of Chocchuma and Columbus were monopolized by the speculators, generally at the minimum price of the government; and by the same report it appears that in one year the President of the United States caused to be offered at public sale, in Mississippi alone, between seven and eight millions of acres, comprising the best lands in that great cotton region. The committee are of opinion that this quantity of land thrown into the market within so short a period of time, is unprecedented in the history of this government, and is highly prejudicial to the public interests.

It must be obvious to every one acquainted with the progress which has been made in the sales of the public lands, that the tide of emigration into any one of the new States, and especially the southern States, would not require the quantity of land for cultivation which has been put in market by order of the President, in Mississippi, for the period of fifteen or twenty years. The result is inevitable. A small portion of the lands thus offered will be sold at public sale, where competition might be expected; and

immediately after the sales are closed, this vast body of land, consisting of millions of acres, will become subject to entry at the minimum price. Companies of speculators, with an almost unbounded capital, will forthwith employ agents to explore the lands remaining unsold, and every valuable spot will be entered, at the very inadequate price of one dollar and twenty-five cents per acre. The sterile lands alone will remain subject to entry by the emigrating population at the land offices, while all the good lands will be held by companies, who cannot be induced to part with them, except at a price at least equivalent to their actual value. In this manner the government has already sustained heavy losses, the extent of which it is difficult to ascertain; the emigrant is thrown on the mercy of the speculator, and the actual cultivation of the waste lands retarded to an indefinite period of time. The committee forbear to enlarge on the numerous interesting facts brought to light by the investigation with which they have been charged; they content themselves with having made the foregoing summary, and herewith report a bill, providing, as far as practicable, against a recurrence of similar frauds and combinations in the sales of the public lands. The committee, furthermore, deeming the conduct of the officers charged with superintending the sales of the public lands a fit subject for the consideration and action of the chief magistrate, beg leave to submit the following resolution:

Resolved, That the evidence taken under the authority of the Senate, by the Committee on Public Lands, in relation to the conduct of registers and receivers, and frauds alleged to have been committed in the sales of the public lands, be respectfully referred to the President of the United States.

THE STATE OF ALABAMA, *Chambers County:*

At the office of George D. Hooper, a justice of the peace in and for said county, on the 24th January, 1835, appeared Nathaniel H. Greer, Esq., a commissioner appointed by a Committee of Public Lands of the Senate of the United States, to take depositions concerning frauds in the sales of the public lands, and the conduct of the officers authorized by law to superintend these sales; and also concerning the matters referred to in a resolution of the Senate, of June 30th, 1834, instructing said committee; who proceeded (in pursuance of said commission) to propound interrogatories and take depositions in an alleged case of fraud in the location of public lands within the county of Chambers.

The case of See-tar-ne, an Indian girl, alleged to have been fraudulently located on the south half of section twenty-four, and township twenty-three, and range twenty-seven, of the district of lands subject to sale at Montgomery; location made by Dr. Magruder.

Interrogatories propounded to Micajah Williamson, a material witness in the above case:

Interrogatory first. Do you know the parties?

Answer. I know See-tar-ne; not Magruder.

Interrogatory second. Relate what you know concerning See-tar-ne's location, tending to show any fraud in the same at the time of the treaty.

Answer. See-tar-ne, she was to all appearance about twelve years of age only, without a family, and living with her parents, and unmarried, and the only child, as far as I know, of her parents.

MICAJAH WILLIAMSON.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
Justice of the Peace in and for Chambers County aforesaid.

Interrogatories propounded to Joseph Irwin, a witness in the same case:

Interrogatory first. Do you know See-tar-ne?

Answer. I do.

Interrogatory second. Do you know Dr. Magruder?

Answer. I have seen him.

Interrogatory third. Do you know anything tending to show fraud in See-tar-ne's location by the said Magruder? If yea, relate what you know.

Answer. I do not know that; what I know tends that way. I have known See-tar-nefrom the latter part of the year 1831 till this time. I would not suppose her to be more than eleven or twelve years of age at the time of the treaty. She was certainly then childless and unmarried. I had a conversation with See-tar-ne's father, an Indian, named Ziki, (sometimes called Old Jack,) in the summer of 1833; and he in that conversation told me, that in consequence of a suggestion of old Nimrod Doyle, an Indian countryman, made after the treaty, she (his daughter) had taken up with a white man named Pannel as a husband, in order to become entitled under the treaty as a head of a family. She is still childless. I do not know certainly that Magruder located her. I suppose so from my recollection, and was present at the location.

JOSEPH S. IRWIN.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
Justice of the Peace in and for Chambers County.

Interrogatories propounded to Ezekiel Taylor, a witness in the same case:

Interrogatory first. Do you know the parties?

Answer. I know See-tar-ne, and have seen Magruder acting as locating agent.

Interrogatory second. Do you know anything tending to show fraud in See-tar-ne's location? If yea, relate what you know.

Answer. I suppose the facts I know tend that way. She was living with her parents at the time of the treaty, childless, unmarried, and according to the best of my observation about twelve or thirteen years old only. I know that Magruder located her, being an eye-witness of the fact.

EZEKIEL TAYLOR.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
A Justice of the Peace in and for said County.

Interrogatories propounded to Leroy McCoy, a witness in the same case:

Interrogatory first. Do you know the parties?

Answer. I know See-tar-ne only.

Interrogatory second. Do you know any circumstances showing fraud in her location? If yea, relate what you know.

Answer. I could only say that I knew her some months after the treaty, and think she must have been under the age of twenty-one, and was without a family, and her father's only child.

Two of the purchasers said to me they had no doubt the location was a fraud, but they did not think that that would injure them; they had nothing to fear in the matter, being purchasers. These were Ethan Stroud and Doyle.

Doyle told me that he told Meigs, who professed to be the agent, that he had purchased a number of locations fraudulently made, but had no fear of consequences.

LEROY McCOY.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

THE STATE OF ALABAMA, *Chambers County.*

I, Joseph J. Williams, clerk of the county court of Chambers county, do hereby certify that George D. Hooper, whose name is attached to the foregoing certificates of attestation, is a justice of the peace in and for said county, duly elected, commissioned, and sworn; and that full faith and credit are to be attached to all his acts as such.

Witness my hand and private seal (there being no seal of office yet provided by law) this 24th January, 1835.

JOS. J. WILLIAMS, *Clerk.*

THE STATE OF ALABAMA, *Chambers County:*

The undersigned, Wm. H. House, clerk of the circuit court of Chambers county, Joseph J. Williams, clerk of the county court of said county, and Willis Kellam, deputy sheriff of said county, do certify, that we have been for some time acquainted with Micajah Williamson, Joseph Irwin, and Ezekiel Taylor, and Leroy McCoy, witnesses in the above case of See-tar-ne, and that they are respectable and credible witnesses.

JOS. J. WILLIAMS, *Clerk.*
WILLIAM H. HOUSE. *Clerk C. C.*
WILLIS KELLAM.

THE STATE OF ALABAMA, *Chambers County:*

At the office of George D. Hooper, on the 24th January, 1835, Nathaniel H. Greer, commissioner, &c., continuing his investigation of frauds, proceeded to (No. 2) the case of Poeth Hadjo, an Indian, located on the west half of section thirteen, township twenty-three, and range twenty-seven, and alleged to have been located fraudulently by Dr. Magruder.

Interrogatories propounded to Ezekiel Taylor, a witness in the above case:

Interrogatory first. Do you know the Indian Chocolicho, or Augusta, or Poeth Hadjo?

Answer. I know Augusta. I suppose Chocolicho and Poeth Hadjo to be his Indian names.

Interrogatory second. Do you know any circumstances showing fraud in this location? If yea, relate what they are.

Answer. At the time of the Creek treaty Augusta lived on Osalija creek, three or four miles from where he was located; he farmed it, and lived on this place of residence on Osalija, and had a house thereon. If there was any other family living thereon, I do not know.

EZEKIEL TAYLOR.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

Interrogatories propounded to Obadiah Harriss, a witness in same case:

Interrogatory first. Do you know Augusta, and his Indian names?

Answer. I do know him; but only by his English name, Augusta.

Interrogatory second. Were you present at a conversation with him in which he was asked his Indian names?

Answer. I was present when Joseph Irwin asked him his Indian names; but I do not recollect what he said were his Indian names.

Interrogatorg third. Do you know where he lived at the time of the treaty?

Answer. He lived on section (6) six of township twenty-three, and range twenty-seven, where he lives now.

Interrogatory fourth. Did ever you have any conversation with the purchaser of the located land—Augusta's reservation?

Answer. I had a conversation with Maddox, the purchaser. He observed that when he bought the reserve he expected to get the place Augusta had formerly lived on, on the Weadka, where Augus creek runs into it; but on looking on it and finding it poor he would not have it; and having bought it from both Augusta and his son, and finding that all the good land at his then place of residence (on No. 6) could be embraced by one half section properly run, said he, the son will take that, and the old man Augus will float.

Interrogatory fifth. What was the age and name of the son?

Answer. At the time of the treaty, from his looks, he was about between 12 and 16, and has no family yet. He says his name is To-messa.

OBADIAH HARRISS.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

Interrogatories propounded to Joseph Irwin, a witness in the same case:

Interrogatory first. Do you know Augusta and his names?

Answer. I do know him. I asked him if his name was not Poeth Hadjo. He said he had been called so; but had given it up, because a Tallapoosa Indian had the same name, and had taken the name Chocolicho.

Interrogatory second. What know you of any fraud by his location?

Answer. He lived on number six spoken of in Obadiah Harriss' testimony, and was located on the west half of thirteen, spoken of in the same testimony.

JOSEPH IRWIN.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

The examination being continued January 26th, 1834, Benjamin Posey appeared and gave evidence as follows, in the case of Augusta, *alias* Chocolicho, or Poeth Hadjo:

Interrogatory first. Do you know the Indian Augusta, or Chocolicho or Hadjo?

Answer. I do know him by two of the above names, Augusta and Poeth Hadjo.

Interrogatory second. Do you know by whom he was located?

Answer. He was located by Blake and Magruder.

Interrogatory third. Relate what you know going to show fraud in the above case.

Answer. I have known said Indian for the last seven years, or thereabouts; and at the time of the treaty he was living on number six, in township twenty-three, and range twenty-seven, and there was no other Indian living on said section but his own family; and the above-named Indian Augusta, *alias* Chocolicho, or Poeth Hadjo, was located on section No. 13, in the township and range aforesaid, and his son To-misse, located on No. 6 aforesaid, who cannot be more than 14 or 16 years old at this time; he has no family now, nor ever has had.

his
BENJAMIN + POSEY.
mark.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

THE STATE OF ALABAMA, *Chambers County:*

I, William H. House, clerk of the circuit court in and for the county of Chambers aforesaid, do hereby certify that Ezekiel Taylor, Obadiah Harriss, Joseph Irwin, and Benjamin Posey, witnesses aforementioned, are respectable and creditable members of the community in which they live. Given under my hand and private seal, there being no seal of office yet provided, this 26th day of January, 1835.

WILLIAM H. HOUSE. [L. S.]

JANUARY 26.

The examination being continued, Frederick T. Boazman appeared, and after being duly sworn true answers to make to such interrogatories as should be propounded to him by Nathaniel H. Greer, commissioner, answers as follows, in a case (No. 3) of alleged fraud by the location of a certain Indian called Sucie or Jack, on the south half of section twenty-seven, in township twenty-three, and range twenty-eight:

Interrogatory first. Do you know the said Indian Sucie or Jack?

Answer. I do.

Interrogatory second. What do you know going to show the illegality of said location?

Answer. I do not know of his having any family, or ever had; I now live within half a mile of him, and have for the last twelve months and upwards, and if he had had any family I should certainly have known it.

Interrogatory third. What has been the course pursued by the locating agents generally, in the discharge of their duties in the Creek purchase?

Answer. From what part of their duties that has come under my personal observation, I believe their proceedings to have been corrupt.

F. T. BOAZMAN.

The above witness being duly sworn, deposes to the truth of the above answers, and subscribes before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

Interrogatories propounded to Mark Hudspeth, in the same:

Interrogatory first. Do you know the statements made by Frederick T. Boazman to be correct?

Answer. I do.

Interrogatory second. Do you know anything further going to show fraud in said location?

Answer. I, at the request of Gideon Arthur, a white man, having an Indian family, examined the locating agent's list for the name of the said Indian Sucie or Jack, and it was not to be found on said list; and on my informing him of those facts, he stated that he should have to give them names, as it was the only chance to get them land, and that other persons pursued that course. The witness further states that the said Arthur told him that if he could obtain land for said Indian he was to have half of it.

MARK HUDSPETH.

Sworn to and subscribed this 26th January, 1835, before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

Interrogatories propounded to Benjamin F. Brooks in the same case:

Interrogatory first. Do you know the said Indian Sucie or Jack, located on the aforementioned half section, and do you know the persons that located him?

Answer. I do know Sucie or Jack, and I also know the persons who located him.

Interrogatory second. What do you know in relation to said location going to show fraud?

Answer. I was present when the location was made by Blake and Dr. Magruder, and if he has any family it is unknown to me; and I live in a mile and a half or two miles of him, the said Indian, and I have frequently been in his company and at his place of residence.

BENJAMIN F. BROOKS.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for Chambers County, Ala.*

Interrogatories propounded to Jackson Jones in the same case:

Interrogatory first. Do you know the said Indian Sucie or Jack, and do you know by whom he was located?

Answer. I do know the Indian, but I do not know by whom he was located.

Interrogatory second. What do you know going to show that the said Indian was not entitled to land, or to that particular place under the Creek treaty of March, 1832?

Answer. I live in one mile of said Indian, and if he has any family I do not know it; the said Indian came to where he now lives in the latter part of the year 1832, or the fore part of the year 1833; and Gideon Arthur, the white man living with said Indian, informed me that he was an Uchee, and came from the river Oakmulgee, in Georgia.

Interrogatory third. What do you believe, from your personal knowledge, has been the course pursued by the agents locating this part of the Creek purchase?

Answer. I believe the course they have pursued to have been an improper one.

JACKSON JONES.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

THE STATE OF ALABAMA, *Chambers County:*

At G. D. Hooper's office, on the 29th January, 1835, the commissioner proceeded to the examination of John Patteson, a witness in the case of the alleged fraud in the location of Sucie or Jack.

Interrogatories propounded to the said John Patteson, with his answers thereto:

Interrogatory first. Know you of any circumstances tending to show fraud in this location? If yea, please to relate them.

Answer. If he had been in the Creek nation at the time of the treaty I should have known it, and I am confident he was not; nor have I any idea he ever had been in the nation before; and my reason is that Gideon Arthur, (before Jack came,) about a year after the treaty, told me he was going to get Indians, not living in the nation, but in Pulaski county, Georgia, where he said *his* Indians lived. He said he was going to get them in order to have them located under the Creek treaty. It is understood that he profits by *his* Indians; but he did not tell me so. After this conversation he brought Jack and others, sure enough, all of the Uchee tribe as said, and tried to establish them on my land, but I would not allow him.

Interrogatory second. Does any pre-emption right exist on this land, or part of it, supposing no location?

Answer. There does. Mr. Rhodes has a right of pre-emption thereon.

JOHN PATTESON.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

THE STATE OF ALABAMA, *Chambers County:*

At George D. Hooper's office, this 27th January, 1835, Nathaniel H. Greer, commissioner, &c., continuing his investigation, proceeded to an alleged fraud in (No. 4) the case of Thomas N. Berryhill, a citizen of Georgia, as alleged, located on the east half of section thirty, township twenty-three, and range twenty-seven of the district of lands subject to sale at Montgomery. Magruder the supposed locating agent.

Interrogatories propounded to colonel William Towles, formerly a member of the house of representatives of the general assembly of Georgia, a witness in the above case, with his answers thereto:

Interrogatory first. Are you acquainted with any circumstances tending to show fraud in the above location? If yea, please relate them particularly.

Answer. I am acquainted with Berryhill and his reputed mother, and have been these ten years. His reputed mother is a native of Georgia, and so is Berryhill. I have no more doubt of the relation of mother and son existing in this than in the cases of my ordinary acquaintancy. The mother removed into this State about two years ago. Berryhill is not the head of an Indian family. He drew, as a citizen of Georgia, a gold lot in her lottery. At an election in Stewart county, Georgia, last October, (1834,) where he was voting as a citizen of Georgia, I conversed with him, and he told me that he knew he was not entitled to a location under the Creek treaty, being the son of a white woman and the husband of another, and the father of white children, and his family then living in that county.

Interrogatory second. State, if you know, whether any pre-emption right exists on Berryhill's reserve?

Answer. There does, agreeably to law. I myself would certainly have been entitled but for the above fraud, as I can fully prove.

Interrogatory third. What is the general course, from your personal knowledge, by locating agents?

Answer. I feel obliged to say, that in the best of my judgment the provisions of the treaty have frequently been violated.

W. TOWLES.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

Interrogatories propounded to Wm. H. House, a witness in the above case, with his answers thereto:

Interrogatory first. Do you know any circumstances tending to show fraud in this case? If yea, please to state them.

Answer. He is not now, nor was at the time of the Creek treaty, the head of a family in this county or State. He has been in this county but as a transient person apparently. His mother apparently is a white woman. He came into the Creek nation some time after the treaty—some months afterwards—and remained until a week or ten days after his location was certified, and then returned to his Georgia family, where I understand he now lives. I was present on one occasion in this county when Whitaker refused him a location, sometime early in January last (1834.) I understand Magruder afterwards located him.

Interrogatory second. What has been the general course, from your personal observation, of the locating agents?

Answer. I feel confident that there have been numerous violations of the treaty.

WILLIAM H. HOUSE.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

I do certify that I am acquainted with Col. William Towles, and William H. House, clerk of the circuit court of this county, and feel no hesitancy in stating that every credibility should be given to their testimony to which any individual should be entitled in this State, this 27th January, 1835.

NATHANIEL H. GREER, *Commissioner.*

I do certify that I am acquainted with Col. William Towles, and William H. House, clerk of the circuit court of this county, and feel no hesitancy in stating that every credibility should be given to their testimony, to which any individual should be entitled in this State, this 27th January, 1835.

JOSEPH NEEL, *Assessor and Collector of Taxes.*

The commissioner then proceeded to the investigation of an alleged fraud in the (No. 5) case of Jackson Doyle, a Creek Indian, (half-breed,) alleged to have been fraudulently located on the east half of section twenty-one, township twenty-three, and range twenty-seven, of the district of lands subjected to sale at Montgomery.

Interrogatories propounded to William H. House, a witness in the above case, with his answers thereto:

Interrogatory first. Know you of any circumstances tending to show fraud in the above case? If yea, please to state what they are with particularity.

Answer. I know that he could not have been more than sixteen, or at the utmost seventeen, years of age at the time of the treaty, having known him nine or ten years; and he had not then, nor has he now, any family, being unmarried then, and now, and living with his father then and now. He was not the head of a family at the period of the treaty.

WILLIAM H. HOUSE.

Sworn to and subscribed before me.

GEO. D. HOOPER, *Justice of the Peace in and for said County.*

Interrogatories propounded to Col. Wm. Towles, a witness in this case, with his answers thereto:

Interrogatory first. Know you of any circumstances tending to show fraud in the above case? If yea, state what they are.

Answer. I knew Jackson Doyle some few months after the treaty; from my knowledge of him, I think he could not have been at the time of the treaty more than seventeen years of age. He was not, when I became acquainted with him, nor is he now, the head of a family.

WM. TOWLES.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

I do certify that I have been acquainted with the above-named Indian, Jackson Doyle, for the last six or seven years, and know the above statements made by Wm. H. House and Wm. Towles to be true. January 27th, 1835.

NATHANIEL H. GREER, *Commissioner.*

Wm. Towles and Wm. H. House being the witnesses in the case of Berryhill, additional certificates of character are deemed unnecessary.

The commissioner next proceeded to the (No. 6) case of Muscoge, a Creek Indian girl, alleged to have been fraudulently located on the east half of section thirteen, township twenty-three, and range twenty-seven, of the district of lands subject to sale at Montgomery.

Interrogatories propounded to Wm. H. House, a witness in the above case, with his answers thereto:

Interrogatory first. Know you of any circumstances showing fraud in this case? If yea, state them.

Answer. Muscoge Doyle, (daughter of Nimrod Doyle, and sister of Jackson Doyle,) has been known to me nine or ten years; and at the time of the treaty could not have been more than eleven or twelve years old, according to my observation; was without children, and was not, at the passage of the treaty, nor is she now the head of a family. She still lives with her father.

WILLIAM H. HOUSE.

Sworn to and subscribed before me.

GEO. D. HOOPER, *Justice of the Peace in and for said County.*

FEBRUARY 5, 1835.

THE STATE OF ALABAMA, *Chambers County:*

Interrogatory propounded to John Free, in the same case:

Interrogatory. Know you of any circumstances going to show fraud in this case?

Answer. I know that she, Muscoge Doyle, is manifestly a minor, lived with her father at the time of the treaty, and lives with him yet. Witness further states that John A. Hurst is deprived of the right of pre-emption by this alleged fraud.

JOHN S. FREE.

THE STATE OF ALABAMA, *Chambers County:*

At the town of Lafayette, in said county, January the 28th, 1834, the examination being continued by Nathaniel H. Greer, commissioner, who proceeded to receive testimony in relation to an alleged fraud in the location of section (6) six, in township (21) twenty-one, and range (27) twenty-seven, of the district of lands subject to sale at Montgomery.

Interrogatories propounded to Thomas K. Smith, a witness in the above-stated case, (7,) and his answers thereto:

Interrogatory first. Know you of any circumstances concerning the above-stated case going to show fraud? If yea, please state what they are.

Answer. On the 17th day of December, 1833, I was present at a collection of Indians by John Broadnax, locating agent, for the purpose of locating them, when Neaththlocco appeared as the claimant of the west half of the above-described section, and was located on it by the said John Broadnax. Witness further states that the said Neaththlocco was all the Indian having a hut on said half section, and he further states that at this time the section appears to be divided differently, say east and west, and an Indian located on each half; and the said Neaththlocco removed to a place much inferior, and the said 17th day above alluded to was all the day that he (the agent) was ever known by me to be publicly locating in that town, Tuckebatchehargos.

Interrogatory second. What further do you know going to show improper conduct by the said John H. Broadnax?

Answer. I know that he located Arteshargo and Arpekartustenugga on section 12, in township 21, and range 26, in the district of land subject to sale at Montgomery, and in his return it was shown to be public land; and on my arrival at Montgomery, at the land sales, was informed by colonel William Dougherty that Broadnax had given him the number of said section, and advised him to purchase it.

Interrogatory third. Please relate the conversation that took place between yourself and colonel Abert, at Montgomery, at the above-stated time.

Answer. I entered into a conversation with colonel Abert, and stated to him that his sub-agents had acted corruptly, or Broadnax had, and that I had the evidence in my pocket to prove the fact, and dared him to go into an investigation of his conduct. I then named the section of land above alluded to, and the half section first mentioned, and stated to him that the section had been returned as public land, and the legal location removed off the half section. He stated that Arteshargo and Arpekartustenugga was located on section 15, for he himself had put them there. This conversation took place in the evening, and on the next morning when the office opened I went in and found it was not the fact. I stated to the officer that section 12 was located on, for I saw it done; he stated that it was not so returned by colonel Abert, and that when he came to it he should proceed to sell it. I left the office, and soon after come in conversation with some gentlemen that had heard the conversation the other evening between myself and Colonel Abert, and stated to them the facts, and was speaking quite loud when the colonel made his appearance, but appeared disposed to pass on without an interview, when I pursued him and stated to him what was the result of my inquiry. He stated that if it was not returned as located it should be. I stated to him I should not believe it until I saw it. He went into the office, and I pursued him, and he made the alteration. The witness further stated, that since the time of this proceeding, he, John H. Broadnax, acknowledged that he was then a partner of Nat. M. Thornton & Co., who were the purchasers of said land, section twelve; but had found Nat. M. Thornton to be such a rascal that he had withdrawn from the company.

THOMAS K. SMITH.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

Interrogatories propounded to Caleb Hallaway, in the same case, with the answers thereto annexed:

Interrogatory first. What do you know going to show fraud in relation to the location on No. 6, in township 21, and range 27?

Answer. I was present sometime in December, when John H. Broadnax was locating the Indians belonging to the town of Tuckebatchehargos; and there was an investigation gone into relative to the place Neaththlocco was entitled to, and it was made to appear that he was entitled to the west half of No. 6, in township 21, and range 27, and was located on it by the said John H. Broadnax; and he is now removed on the west half of No. 1, in township 21, and range 26, and his first location is now assigned to other Indians, and located to N. M. Thornton & Co.

Interrogatory second. Relate what you know in relation to the location on No. 12, in township 21, and range 26.

Answer. I know, that at the time above referred to, Arteshargo and Arpekartustenugga was located by John H. Broadnax on section 12, in township 21, and range 26.

CALEB HALLAWAY.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

Interrogatory propounded to William T. Moss, this 2d February, 1835, in the above case, with his answers thereto:

Interrogatory. What know you showing fraud in this case?

Answer. Why, Neathlocco before the location, claimed the half section on which I lived last year, and said he built the house. I moved this house in 1832. This half section was the west half of section six, township twenty-one, and range twenty-seven.

WILLIAM T. MOSS.

Sworn to and subscribed this 2d February, 1835, before me.

GEORGE D. HOOPER, *a Justice of the Peace in and for said County.*

JANUARY 29, 1835.

I, Nathaniel H. Greer, commissioner, continuing to investigate the frauds practiced by the locating agents, proceeded to examine William Morris in the location (No. 8) of Kissy or Kizy, located on the west half of section 10, in township 22, and range 27:

Interrogatory first. What do you know going to show fraud in relation to the above-stated case?

Answer. General report says, that she is one of the wives of Peter Reid, and I know that Peter Reid is located himself from the locating officers' books, as I have seen the map whereon was his location; and she, the said Kissy or Kizy, at the time of the treaty, lived with her mother and had no children.

Interrogatory second. Is there any person, in case of a removal of said location, entitled to a pre-emption on said land?

Answer. Greenberry Gresham was the settler on said location whom the pre-emption act would embrace.

WILLIAM MORRIS.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
A Justice of the Peace in and for said County of Chambers, Ala.

Interrogatories propounded to Joseph Neel, a witness in the above case, with his answers thereto:

Interrogatory first. Know you any circumstances showing fraud in the above case? If yea, please state them.

Answer. I knew Kissy at the time of the treaty. She was then one of the wives of Peter Reid, but without a child or children. Peter Reid had a reserve assigned to him. Kissy, at the time of the treaty, was living with her mother. Reid had another wife by whom he had children.

Interrogatory second. Does any pre-emption right exist to this land, supposing this location not to have been made?

Answer. Yes; Greenberry Gresham would be entitled.

Interrogatory third. State, if you please, your opinion of the course of the locating agents generally, so far as that opinion is derived from personal knowledge.

Answer. I consider that the treaty has been frequently violated by them.

Interrogatory fourth. Was the half section on which Kissy was located bought previous to the location; and by whom?

Answer. It was; and by Williams and Phipps, for the Columbus company.

Interrogatory fifth. What mean you by the half section being bought previously to the location? Was this particular half section bought?

Answer. I mean that a contract *was made for her land.* When the agreement was made she expected another half section; having, after the treaty, built a house and resided in it on the east of seventeen. She resided in it some weeks or days, I don't recollect exactly how long.

JOSEPH NEEL.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for Chambers County, Alabama.*

THE STATE OF ALABAMA, *Chambers County:*

The examination being continued, Nathaniel H. Greer, commissioner, &c., proceeded to take testimony in case of an alleged fraud located by Orrin Whitaker, on the west half of section 10, in township 22, and range 27, in the district of lands subject to sale at Montgomery.

Interrogatories propounded to Baxter Taylor, and his answers thereunto annexed:

Interrogatory first. Relate what you know in relation to the above location, going to show fraud, or any acts of the agent contrary to the treaty with the Creeks, of March, 1832.

Answer. I call the name of the woman located there Kissy. She was said to be the wife of Peter Reid—one of them at least. She was located on the west half of 10 above spoken of. I can say further thas she was located on the tract on which Greenberry Gresham lived, and to which he had a pre-emption right but for this location, and that Gresham interfered with no man. I mean that he settled where his claim was not likely to conflict with any other person, Indian or white. This woman, Kissy, has had no children. I know she was certified to this place. Peter Reid had another wife. He and his two wives were all located; each had a reserve.

BAXTER TAYLOR.

Sworn to and subscribed before me.

GEO. D. HOOPER, *Justice of the Peace in and for said County.*

STATE OF ALABAMA, *Chambers County:*

The examinations being continued by Nathaniel H. Greer, commissioner, &c., in the case (No. 9) of an alleged fraud practiced by Dr. Magruder, on fractional section 31, in township 22, and range 29, assigned to Mary, an Indian girl, alias Somihicky, this 29th day of January, 1835.

Interrogatories propounded to Elisha Ray, a witness in the above case:

Interrogatory first. What do you know going to show fraud in the above case? If any, please state what it is, and by whom practiced.

Answer. I can't say by whom located, as I was not present at the time her place was assigned her, but I saw her name on the list of Dr. Magruder.

The witness further states, that at the time of the treaty the said Mary, alias Somihicky, was living with William More, an Indian countryman, and said by him to be an orphan girl, and had no family at the time of the treaty, and I supposed was between seventeen and twenty years of age; I would most reasonably suppose seventeen years old. The witness further states that she had no separate or established home, save that of the house of William More. The witness further states, that he made an affidavit with others, and handed it out of his own hands to Dr. Magruder, stating that the above-named girl was not entitled agreeably to the treaty. Dr. Magruder stated that he had a distinct recollection of a conversation with him on this subject, and that he would bear the papers to colonel Abert and have it attended to.

Interrogatory second. Do you believe, agreeably to your own personal knowledge of the conduct of the locating agents, that they have acted in accordance with the treaty?

Answer. I do not.

ELISHA RAY.

STATE OF ALABAMA, *Chambers County:*

I, James Thompson, judge of the county court of said county, do certify that Elisha Ray did this day personally appear before me, and subscribe and swear that the facts set forth in the foregoing page are true, to the best of his knowledge. Given under my hand and seal this 29th day of January, 1835.

JAMES THOMPSON. [SEAL.]

Interrogatory propounded to Sandford Thornton, Esq., a witness in the same case:

Interrogatory first. Do you know anything in relation to this case going to show fraud, or any management in relation to it not in strict compliance with the treaty?

Answer. To the best of my knowledge the said girl, Mary, alias Somihicky, at the time of the treaty was living with William More, and had no family.

The witness further states, that he is of opinion that she was located by Dr. Magruder. The witness further states, that Captain Ray, Mr. John Howard, and George Harper, made affidavits before me, then an acting justice of the peace for said county, to the illegality of the said location; and witness further states that he was present when the above affidavits were received by colonel Abert, together with another, setting forth the illegality of a location allowed to William More's little son; probably he might not have received them all at the same time; and he observed that he did not know what the devil the white people need to care, for the government in the treaty had gave them so much land, and he did not see why the white people should interfere.

SANDFORD THORNTON.

Sworn to and subscribed before me, this 29th January, 1835.

THE STATE OF ALABAMA, *Chambers County.*

On this 29th day of January, 1835, Sandford Thornton personally appeared before me, James Thompson, judge of the county court of said county, and subscribed the above page, and made oath that the facts therein stated are true, to the best of his knowledge.

Given under my hand and seal. JAMES THOMPSON. [SEAL.]

Interrogatory further propounded to captain Elisha Ray, in the same case:

Interrogatory third. Did you ever have a conversation with Dr. McHenry, the certifying agent in the above case? If yea, please relate what it was.

Answer. I did have a conversation with him, and asked him if I was to file the affidavit of some five or six witnesses in his office, setting forth the illegality of the location, if he would certify to it; and he told me that he would; that he had received no instructions not to do so.

ELISHA RAY.

THE STATE OF ALABAMA, *Chambers County.*

I, James Thompson, judge of the county court of said county, do certify that captain Elisha Ray did this day personally appear before me and subscribe his name as above, and did swear that the facts set forth in the foregoing two parts of pages are true, to the best of his knowledge.

Given under my hand and seal this 29th day of January, 1835.

JAMES THOMPSON. [SEAL.]

Interrogatory propounded to John Howard, in the same case, to wit, the location on fractional section 31, in township 22, and range 29, in the district of lands subject to sale at Montgomery:

Interrogatory. What do you know going to show fraud in relation to the above case?

Answer. I know that the said girl, Mary, alias Somihicky, who was located on the above-named place at the time of the treaty, was living with William More, and had no family or home for by the house of said More.

The witness further states that he filed an affidavit before Sandford Thornton, Esq., setting forth the illegality in the above case of the same testimony alluded to by Capt. Ray, the first witness in this case.

JOHN HOWARD.

THE STATE OF ALABAMA, *Chambers County:*

I, James Thompson, judge of the county court of said county, do certify that on this 29th day of January, 1835, John Howard did sign his name to the foregoing part of page, and swear that the facts therein stated are true to the best of his knowledge.

Given under my hand and seal. JAMES THOMPSON. [SEAL.]

Interrogatory propounded to George Harper, a witness in the same case of Mary:

Interrogatory. Did you call on Dr. McHenry, the certifying agent in this case, for the name of the Indian located?

Answer. I did call on him for the name, and he refused to give it to me, and stated to me that his books were not convenient, although it was at his place of residence, and the place at which he generally does business.

his
GEORGE × HARPER.
mark.

Sworn to and subscribed before me this 29th January, 1835.

THE STATE OF ALABAMA, *Chambers County:*

I, James Thompson, judge of the county court of said county, do certify that George Harper did this day personally appear before me, and subscribe his name to the foregoing part of page, and swear that the facts therein set forth are true, to the best of his knowledge.

Given under my hand and seal, this 29th day of January, 1835.

JAMES THOMPSON. [SEAL.]

Interrogatories propounded to John Patterson, a witness in the case (No. 10) of an alleged fraud in relation to a location on the east half of section No. 3, in township 22, and range 28, located to Sowieka or Peggy, said to be an Uchee woman:

Interrogatory first. What do you know going to show fraud in the above location?

Answer. I know that she, Sowieka or Peggy, came into the settlement in which she was located between the 8th and 10th of January, 1833, said to have come from the Oakmulgee river, in Georgia, by the white man, Gideon Arthur, who brought her here, and she has no children that I know of, and she has lived in the house with the said Arthur since she has been in this settlement, so far as I know.

Interrogatory second. By this location will any person lose the right of pre-emption?

Answer. They will.

JOHN PATTERSON.

THE STATE OF ALABAMA, *Chambers County:*

I, James Thompson, Judge of the county court of said county, do certify that on this 29th day of January, 1835, John Patterson did sign his name above and swear that the facts contained in the foregoing two parts of pages are true, to the best of his knowledge.

Given under my hand and seal.

JAMES THOMPSON. [SEAL.]

Interrogatory propounded to David Neel in the same case:

Interrogatory first. What do you know going to show any fraudulent transactions in this case?

Answer. That I do not know so well how to answer the question as to the instructions of the locating agents that were shown to me at West Point, Georgia, on which I had a conversation with Dr. Magruder, stating to him that those instructions and the treaty seemed to me not to corroborate; he stated that they were going by the instructions. But it was then my opinion, and is yet, that the instructions and the treaty do differ. But in relation to the above case, I know her as Peggy, or Sowieka, and the first time that I ever saw her in this settlement or county was in the last of December, 1832, or first of January, 1833. She had a child, which she appeared to claim, but whether it was hers or not I cannot say; and Arthur, a white man, who appeared to have the control of her and others, said that they were Uchee Indians, and that he had brought them from the other side of the Oakmulgee river, in Georgia, for the purpose of getting land for them.

DAVID NEEL.

THE STATE OF ALABAMA, *Chambers County:*

I, James Thompson, judge of the county court of said county, do certify that on this 29th day of January, 1835, David Neel did sign his name to the foregoing part of a page, and swear that the facts therein set forth are true, to the best of his knowledge.

Given under my hand and seal this 29th day of January, 1835.

JAMES THOMPSON. [SEAL.]

Interrogatories propounded to Mark Hudspeth, in the same case, say the alleged fraud on the east half of section 3, in township 22, and range 28:

Interrogatory first. Please state anything you know going to show fraud in the above locations; and please state if this alleged fraud was removed, whether would any person be entitled to a pre-emption or not?

Answer. I know that she was said to be an Uchee Indian, and came to the settlement in which she was located some time in the latter part of the year 1832, or the first part of the year 1833, in company with a white man by the name of Gideon Arthur, who seemed to have the control of her and others; and the said Arthur frequently told me that he brought her with others from the Oakmulgee river, Georgia, for the purpose of getting land for them; and he further stated that he was to have half the land if he

succeeded in obtaining it for them. Witness further states that soon after her arrival here she became disheartened as to getting land, and returned to Georgia, and was not here till after she was located. When the locating agents arrived at West Point, the said Arthur sent for me, and I went on to examine to see if they were enrolled for location in the Horse-path-town, and I found none of the names enrolled for location but the name of Gideon Arthur. I was also present when Orrin Whitaker went to Arthur's to locate, and there was no names found suiting his Indians save one, which is the above Sowieka, or Peggy; and the said agent, Orrin Whitaker, stated that he would locate her on the said half section, but if he found a Creek Indian of the proper town claiming that name, he should remove the location and give it to the said Creek Indian. Said Arthur stated to me that there appeared to be a difficulty about his Indians getting land, and he stated that all of the other speculators in such cases made names, and that he should do the same. Two days after this transaction, I saw Mr. Whitaker, and asked him if he had found a Creek name to suit the above, and he said that he had, and had made the alteration. In answer to that part of the interrogatory asking if any person would be deprived of the right of pre-emption, I can state that Mr. F. T. Boazman and F. Pearson would be deprived of that right.

Interrogatory second. What do you believe has been the course pursued by the locating agents; and do you know of any of the locating agents being concerned with speculating companies?

Answer. I do not know that Orrin Whittaker and John H. Broadnax are both concerned in the speculation in lands where they have been appointed to locate the reservations.

MARK HUDSPETH.

Sworn to and subscribed this 29th January, 1835, before me.

GEORGE D. HOOPER,
Justice of the Peace in and for said County of Chambers, Ala.

Interrogatories propounded to John Howard, a witness in this case, with his answers thereto:

Interrogatory first. Know you of any circumstances showing fraud in this case? If yea, please state them.

Answer. I know nothing of this case except Arthur's propositions to me about the Indians. May be two months after the treaty he proposed to me to get the neighbors about me to join him in getting some Indians located. He said they were his Indians, living in Georgia on the Oakmulgee. He proposed that we should let them come in and settle among us, and share with him the profits of the lands, by feeding them, and in one way or other. I told him I would not give an answer until I consulted my neighbors. About ten days afterwards I told him neither I nor my neighbors would have anything to do in the matter; and he said that we injured ourselves by not agreeing. He said in this conversation that these Indians lived in Georgia, and unless he could get them slipped in without a fuss he would be disappointed.

Interrogatory second. From your personal knowledge do you or not think the locations have been made according to the treaty by the government agents?

Answer. Why, I think there were a great many frauds, and I think they knew it.

JOHN HOWARD.

Sworn to and subscribed this 29th January, 1835, before me.

GEORGE D. HOOPER,
A Justice of the Peace in and for Chambers County, Alabama.

THE STATE OF ALABAMA, *Chambers County:*

At the office of George D. Hooper, Esq., the examination being continued by Nathaniel H. Greer, commissioner, &c., this 30th January, 1835, in the case (No. 11) of an alleged fraud practiced by Dr. Magruder, by locating Anna or Luezer on the east half of section 1, in township 21, and range 28.

Interrogatories propounded to John Howard, and their answers thereto annexed:

Interrogatory first. What do you know going to show fraud in the above-stated case?

Answer. I know that the above-named Anna or Luezer, at the time of the treaty, was living at the house of William Moore, an Indian countryman; had no family, lives there yet, and still has none; and at the time of the treaty was not more than twelve or thirteen years old, at farthest; and Moore stated to me that she was a relation to his wife, that he had raising. And I heard Dr. Lyons or Capt. Ray once say to Dr. Magruder that the above case was a fraud; he stated that it did not come before him; that he should locate all that he found on the list.

Interrogatory second. Please state if this alleged fraud deprived any person of the right of pre-emption?

Answer. It did deprive two settlers.

Interrogatory third. Do you know of any of the locating agents being attached to companies of speculators?

Answer. I do know that John H. Broadnax, Orrin Whittaker and William More, all deputy locating agents, were concerned in the speculation with companies.

JOHN HOWARD.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
A Justice of the Peace in and for said County.

Interrogatories propounded to Joseph L. Howard, a witness in the same case of Anna or Luezer:

Interrogatory first. What do you know going to show fraud in this case?

Answer. I know at the time of the treaty the above-named girl was living in the house of William More, and could not have exceeded twelve or thirteen years of age, and had no family; neither has she any family yet, and still lives at the house of the said More.

Interrogatory second. Will the above-alleged fraudulent location deprive any person or persons of the right of pre-emption?

Answer. It will deprive two persons of that right.

Interrogatory third. Do you know of any of the locating agents, or their deputies, being attached to

speculating companies who were buying up the Indian reservations? If yea, please state who they were.

Answer. I know that John H. Broadnax and Orrin Whitaker, locating agents, appointed by Col. Abert, were concerned with speculating companies, and I further know that William More, a white man, having an Indian family, was appointed to locate, and did locate, and was purchasing the reservations at the same time.

JOSEPH L. HOWARD.

Sworn to and subscribed before me.

GEORGE D. HOOPER,
A Justice of the Peace in and for said County.

THE STATE ALABAMA, *Chambers County:*

At the office of George D. Hooper, Esq., in said county, the examination being continued by Nathaniel H. Greer, commissioner, &c., in the case (No. 12) of an alleged fraud practiced at the land office at Montgomery, by granting the right of pre-emption to the southwest quarter section eighteen, in township twenty-four, and range twenty-seven, in the district of lands subject to sale at Montgomery, this 2d day of February, 1835.

Interrogatory propounded to William Menefee in the above case, and the answers thereunto annexed:

Interrogatory. What do you know in relation to the above-stated case going to show improper conduct by the register of the land office at Montgomery?

Answer. I called at the land office above referred to, for the purpose of getting a certificate of pre-emption for the person whom I conceived was entitled according to the last instructions received; and on examination, I found they had issued the certificate to another individual without his witnesses giving their answers as full as they should have done, as their evidence only states that no other person except the one to whom the certificate issued cultivated in 1833, who had possession the 19th June, 1834, which was the fact: but one individual cultivated in 1833, and sold to another, who had possession the 19th June, 1834, and was the first settler on the place, and was entitled from the instructions; and I explained those facts to the register or receiver, but received no satisfaction from him. I offered him conclusive testimony as to these facts; but he would not attend to it, nor grant the pre-emption, he said, on the ground that a certificate had been already issued.

WILLIAM MENEFEE.

Sworn to and subscribed before me.

GEO. D. HOOPER, *J. P.*

FEBRUARY 2, 1835.

THE STATE OF ALABAMA, *Chambers County:*

Quincy R. Boring and Joseph T. Boring, having personally appeared before me, do solemnly swear that Tatom Manofee is entitled to a pre-emption right in the quarter section mentioned in this case, if possession and cultivation on the 19th of June, 1834, derived from a person who cultivated in 1833, would give him that right.

JOSEPH T. BORING.
QUINCY R. BORING.

Sworn to and subscribed before me.

GEORGE D. HOOPER, *Justice of the Peace in and for said County.*

THE STATE OF ALABAMA, *Chambers County:*

I, Nathaniel H. Greer, continuing to receive testimony in relation to the frauds practiced by certain United States officers, proceeded to the case (No. 13) of an alleged fraud on east half section twenty-six, in township 23, and range 27, whereon was located Tiffy, an Indian woman.

Interrogatories propounded to Micajah Williamson, a witness in the above-stated case, and the answers thereunto annexed:

Interrogatory first. What do you know going to show fraud in the above-stated case, or what course has been pursued not in compliance with the treaty made by the government with the Creeks?

Answer. I know that the above-named Indian woman had no family at the time of the treaty, nor has she any family yet, and some time in the fall of the year after the treaty of March, 1832, she took some of the children of an Indian called Noati, and moved into the house of a white man, or house built by a white man, which was the half section on which William D. Greer had settled before the treaty, and was there located by Orrin Whitaker as a settler, and there was no settlement on it, save that of William D. Greer, for I threw the roof off the cabin, and some person burned it up.

Interrogatory second. Do you know whether or not any person will be deprived of the right of pre-emption by this alleged fraudulent location?

Answer. There will be two persons deprived of this privilege.

Interrogatory third. What do you believe from your own personal knowledge has been the course pursued by the locating agents appointed to locate the Creek country?

Answer. I believe their course to have been more corrupt than that of any men entrusted with public business that I ever knew. And the witness further states, that he was present when James Taylor charged Orrin Whitaker with acting improperly, and being interested in the speculation; and he, Whit-

aker, acknowledged at this time, which was the time he was locating, that he was concerned in the speculation.

MICAJAH WILLIAMSON.

Sworn to and subscribed before me.

GEO. D. HOOPER, *Justice of the Peace in and for said County.*

Interrogatories propounded to William D. Greer in the above case, and the answers thereunto annexed:

Interrogatory first. What do you know in the above case going to show fraud?

Answer. I know that the said woman was not entitled to a location, as she had no family, and got some children, and took possession of the house built by the white man spoken of by Micajah Williamson, the witness first examined.

Interrogatory second. What do you believe, from your own personal knowledge, has been the course pursued by the locating agents appointed to locate the Indian reservations in the Creek country?

Answer. I believe it to be a very corrupt one.

WM. D. GREER.

Sworn to and subscribed before me.

G. D. HOOPER, *Justice of the Peace in and for said County.*

FEBRUARY 2, 1835.

I certify that I am personally acquainted with the two witnesses who have just deposed, Micajah Williamson and William D. Greer, and know them to be men of truth, on whose statement the most unbounded confidence may be placed; and furthermore, the statements made by them have come under my own knowledge.

NATHANIEL H. GREER.

The examination further continued by Nathaniel H. Greer, commissioner, &c., in the case of an alleged fraud in section 23, in township 24, and range 26.

Interrogatories propounded to Quincy R. Boring, a witness in the above-stated case:

Interrogatory first. Please state what you know going to show fraud or improper management in the above-stated case?

Answer. Some time in the month of January, 1834, Jackson Doyle, a half-breed lad, appeared in the settlement in which I live, as locating agent, and said that he had received his appointment from Orrin Whittaker, and he proceeded to locate several Indians while I was present; and after he had finished his duties as locating agent, the section on which I lived together with Mr. David Patterson was not located; and on the next day I saw Ethan Stroud, one of the company of speculators composed of N. Doyle, Stroud and company, and I informed him that my place, say section 23, in township 24, and range 26, was not located, and he stated that if it was desirable he would have the locations shifted, and have my place located; and that he was sorry that I had not arrived sooner, as Jackson Doyle had just left to see Whitaker, and make his return. Stroud, Mr. Patterson, and myself, made an arrangement to have the locations changed so as to cover my place, and at his request I pursued Jackson Doyle, and he made the alteration; and he, Jackson Doyle, made the statement to Whitaker, and he said that the distance removed was too great, say four miles; but after some reflection, he said that Dr. Magruder had set the example of moving of them, and he would let it stand, as it was removed by Jackson Doyle, the half-breed lad above referred to.

Interrogatory second. Will any person be deprived the right of pre-emption by the above alleged fraud?

Answer. There will be three persons deprived of that right.

QUINCY R. BORING.

Sworn to and subscribed before me.

GEO. D. HOOPER,
A Justice of the Peace in and for said County.

Interrogatory propounded to David Patterson, a witness in same case, of an alleged fraud practiced in section 23, in township 24, and range 26, by Jackson Doyle, a half-breed lad:

Interrogatory. Please state what you know going to show fraud in the above-stated case?

Answer. I was present with Quincy R. Boring through the whole transaction, and know what he has stated to be facts; and I know no more in relation to the above-stated case.

DAVID PATTERSON.

Sworn to and subscribed before me.

G. D. HOOPER,
A Justice of the Peace in and for said County.

FEBRUARY 2, 1834.

THE STATE OF ALABAMA, *Chambers County:*

We do certify that we have been acquainted with the two witnesses, Q. R. Boring and David Patterson, examined in this case, and believe them to be respectable and credible persons.

WILLIAM H. HOUSE,
NATHANIEL H. GREER.

STATE OF ALABAMA, *Chambers County:*

At George D. Hooper's office, on the 3d of February, 1835, Nathaniel H. Greer, commissioner, &c., continuing his investigations, proceeded to the case, (No. 14,) of an alleged fraud in the location of Yomotchekae, a Creek Indian, located on south half of section 12, of township 22, and range 26, of the district of lands subject to sale at Montgomery.

Alleged fraud in the location of Yomotchekae.

Interrogatories propounded to Spencer J. McMorris, a witness in this case, with his answers thereto:

Interrogatory first. Know you of any circumstances showing fraud in this case? If yea, relate them.

Answer. I do not know whether the circumstances coming under my observation have this tendency. Ten or twelve miles south of Lafayette, before the locations were made, riding with Mr. Francis Irwin, we approached an Indian habitation where a young girl, calling herself Yomotchekae, came forward and offered to Irwin her land for sale. She was apparently under the age of puberty, and so manifestly so that Irwin hesitated to purchase at first. I told him, however, that I had understood that all were entitled that gave in their names, and he accordingly purchased. I was a witness of the bond. The conversation was through the medium of an interpreter. The girl was, I suppose, about thirteen years old, not over, at least. She has been located about thirteen miles distant from this place of meeting her, which place was apparently her home. These circumstances came under my observation. How far they indicate misconduct, I do not decide. I was present, I will add, at the certifying of this contract; saw the girl receive the money; received the money myself, from a boy named Harry, partly negro, partly Indian, who brought it back to me after this payment, which was the second or third time that I had received the money in that way on that day, which was as regularly returned to Irwin, who had previously borrowed it from me. I knew the bills to be the identical bank notes so lent and so paid, having paid particular attention to them. I was in no manner personally concerned in this contract, beneficially or otherwise, except as I have related, and except that I was promised an interest in the lands purchased. What I state, is elicited by your interrogatory alone, and the circumstances to which you call my attention.

Interrogatory second. So far as you know or believe, does this location preclude from the enjoyment of a pre-emption right any person entitled thereto?

Answer. I believe Wm. H. House to have been thus entitled. I know that he resided on the tract allotted to the girl Yomotchekae, about the time of the location in 1833, and certifying in 1834.

Interrogatory third. From your personal knowledge of the conduct of the locators of Indian reserves, what is your opinion of the conduct of these officers?

Answer. I think they did not observe the provisions of the treaty with any great care, or their trust with any great fidelity.

Interrogatory fourth. Relate any instance of this disregard, as a specimen of your observations?

Answer. Irwin and Williams were contending for a reserve located to Peggy, or Soweki. It appeared that there were two Indians of that name, an Uchee and a Creek. Irwin, the purchaser from one; from the other, Williams. Several examinations were had, and the case seemed to me doubtful. During the controversy, the locating agent, Whitaker, came to me and remarked "that the case might be easily settled; that Irwin had only to give him an interest in the tract, and that his, (Irwin's,) claims should be established." He requested me to communicate this conversation to Irwin. "Keep dark, McMorris," said he. The controversy was concerning the certifying of the tract. I have understood since, that Irwin failed in it. The controversy was commenced in March, 1834, and was carried on before McHenry, the certifying agent. I was utterly astonished at this conversation of Whitaker's, having formed a favorable opinion of him.

S. J. McMORRIS.

Sworn to and subscribed before me.

G. D. HOOPER,
A Justice of the Peace in and for said County.

THE STATE OF ALABAMA, *Chambers County:*

Interrogatory propounded to Wm. H. House, a witness in this case, with his answer thereto:

Interrogatory. State what you know in this case.

Answer. A few days since I went to see the girl located on my place of residence, with an interpreter well known, by name Sam. McIntosh. On arriving at her mother's house my interpreter pointed out the girl—a girl apparently about 14 years old. I asked her name; I understood her answer to be Mishoye. I remarked that that was not the name by which she was located. She said the location was made in the name of her brother, pointing to a little boy about seven years old, whose name she said was Yomotchekae; that she and her brother had been put together in the location. I had previously asked her if she had been located, and on her saying that she had been, and had sold, followed my inquiry concerning her name. I had examined McHenry's books, and found this tract (south half of twelve) sold and certified in the name of Yomotchekae. The girl acknowledged that she had sold and answered in her brother's name. She had never had children.

WILLIAM H. HOUSE.

Sworn to and subscribed before me.

GEO. D. HOOPER, *J. P.*

THE STATE OF ALABAMA, *Chambers County:*

We certify that S. J. McMorris and Wm. H. House are respectable and credible members of the community.

GEO. D. HOOPER.
NATH'L H. GREER.

FEBRUARY 4, 1835.

THE STATE OF ALABAMA, *Chambers County:*

The examination being continued by Nathaniel H. Greer, commissioner, &c., in the case (No. 15) of an alleged fraud practiced by Sandford Thornton, the locating agent, on the west half of section 12, township 20, and range 25.

Interrogatory propounded to Joseph Humphries in the above stated case, and his answer thereunto annexed:

Interrogatory. Relate what you know going to show fraud in the above transaction, or any acts of the locating agents not in conformity with the treaty with the Creeks of March, 1832.

Answer. I know the Indian Sofootka, who is said to have been located on the above-described land, which was the improvement made by Malcolm McBride, on which there was no Indian settlement, and the Indian located on the place was said to have lived five miles from this place, and other public land between his place of residence and the improvement of Malcolm McBride, who would have been entitled to a pre-emption on the said land had it not been for this alleged fraud.

JOSEPH HUMPHRIES.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

Interrogatory propounded to Allen Humphries in the same case, and his answer thereunto annexed:

Interrogatory. Relate what you know showing fraud in this location.

Answer. I can make no further statement in relation to it than has already been made by the first witness Joseph Humphries, whose statements I know to be the fact, all but the statement of there being other public land between his residence and his location, which I do not know, as I have never examined the map for that particular place.

ALLEN HUMPHRIES.

Sworn and subscribed before me.

GEORGE D. HOOPER, *J. P.*

Nathaniel H. Greer, commissioner, &c., continuing to receive testimony in relation to the frauds practiced by Orrin Whitaker, locating agent, on the east half of section 23, in township 23, and range 37, assigned to Timoke, an Indian woman, the wife of Seakiska.

Interrogatories propounded to Leroy McCoy, Esq., and the answers thereunto annexed:

Interrogatory first. Relate what you know going to show fraud in the above location, or any transactions relative thereto not in compliance with the treaty.

Answer. I saw Orrin Whitaker locate the said Timoke on the above land, the wife of Seakiska, who was located on the other half of said section, as one of the company of speculators told me, and it is so said by the neighbors, but the agent's books I have not examined since the said Seakiska was located; and if the wife and the husband both being located does not show fraud, I do not know as there is any.

Interrogatory second. Will there be any person deprived of the right of pre-emption by this alleged fraud?

Answer. There will.

LEROY McCOY.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

Interrogatories propounded to Mark Hudspeth, in the case of an alleged fraud by locating Tatefee or George on the south half of section 28, in township 23, and range 28, of the district of lands subject to sale at Montgomery:

Interrogatory first. Please relate what you know going to show fraud in the above case, or any circumstances connected therewith not in conformity with the treaty of March, 1832.

Answer. I know that the above-named Indian came into the settlement in which he was located in the latter part of the year 1832 or the first part of the year 1833, with one Gideon Arthur, a white man, who seemed to have the control of him and others; and he, the said Arthur, told me that he had brought them from Pulaski county, Georgia, for the purpose of getting land for them.

The witness further states that there is government land equally good between the place on which the said Indian stopped, and that on which he was located, save the improvement of Willis Johnson on the said land on which he was located.

Interrogatory second. Will any person be deprived of the right of pre-emption by this alleged fraud?

Answer. There will be two persons deprived of this right.

MARK HUDSPETH.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

Interrogatories propounded to Willis Johnson in the same case, say the fraud on the south half of section 28, in township 23, and range 28:

Interrogatory first. Relate what you know going to show fraud in the above case, or any transactions not in compliance with the treaty.

Answer. I know that this Indian came into the settlement in which he was located some time in the latter part of the year 1832, or the first part of the year 1833, with one Gideon Arthur, a white man, who seemed to have the control of him; and he, the said Arthur, told me, that he had brought this Indian,

with others, from Pulaski county, Georgia, for the purpose of getting land; and he proffered me one of his Indians to put on my improvement. I told him I did not want his Indian, as he could not be located, as he was a citizen of Georgia at the time of the treaty, and my improvement being some distance from any Indian settlement; and I know not yet what authority those agents had to locate on my improvement, as there is public land between my improvement and other Indian locations.

The witness further states that on his settlement here he had no disposition to trespass on the rights of any; and he does believe that every principle of justice and every legal principle has been violated, in thus locating on his place and depriving him of the right of pre-emption.

WILLIS JOHNSON.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

I, Nathaniel H. Greer, continuing to receive testimony in relation to the frauds practiced by certain officers of the government, took the following testimony.

Interrogatories propounded to William Gideon, and his answers thereunto annexed, in the case of an alleged fraud practiced by Orrin Whitaker, on north half section 11, in township 22, and range 28, of the district of lands subject to sale at Montgomery:

Interrogatory first. Relate what you know going to show fraud in the above case, or any circumstances not in compliance with the treaty of March, 1832.

Answer. I know that Gideon Arthur, a white man, who is located on the north half of section 11, in township 22, and in range 28, came to the plantation on which I lived in October or November, 1832, and said that he came from Pulaski county, Georgia, and some days thereafter he took up his board at my house in Alabama, near the Georgia line; and some time after he came to my house, he told me that he had the control of some Uchee Indians that he designed to bring out for the purpose of trying to get them land; and in two or three months afterwards he brought his Indians out to Alabama, and accordingly got the land; and he, the said Arthur, claimed one of those Indians as a wife, and got the above-described land, say north half of section 11, in township 22, and range 28:

Interrogatory propounded to Frederick T. Boazman in the same case, say the location of Gideon Arthur, a white man, by Orrin Whitaker, the locating agent, on the north half of section 11, in township 22, and range 28:

Interrogatory. Relate what you know going to show fraud in relation to the above location, or any circumstances connected therewith not in compliance with the treaty of March, 1832.

Answer. I know, from Gideon Arthur's own statement, that he came to this country after the treaty, for the purpose of getting land; and that he came from Pulaski county, Georgia, as he said, and was located on the above-described land.

F. T. BOAZMAN.

Sworn to and subscribed before me.

G. D. HOOPER, *J. P.*

THE STATE OF ALABAMA, *Chambers County:*

I, Nathaniel H. Greer, commissioner, &c., in continuing the examination of witnesses in the allegation of frauds practiced by certain government officers, proceeded to take testimony in the case of an alleged fraud practiced on fractional section the east half No. 2, in township 22, and range 28, of the district of lands subject to sale at Montgomery.

Interrogatory propounded to Mark Hudspeth in the above case, and his answers thereunto annexed:

Interrogatory. Relate what you know going to show fraud in the above case, or any circumstances connected therewith not in accordance with the treaty of March, 1832, with the Creeks.

Answer. Orrin Whitaker, a locating agent, informed me that he could not locate on a fractional section that had no Indian improvement on it; and I saw plat of locations returned to the office at Montgomery, at the sales of land in January or February, 1834, and this place, which is the place I improved, was not located; since that time, I am informed by Dr. M'Henry, the certifying agent, that it is located on by an Indian 30 miles from said fractional section, passing over other valuable lands for the purpose of covering my improvement, to which I consider I was legally entitled to the right of pre-emption.

MARK HUDSPETH.

Sworn to and subscribed the 5th February, 1835, before me.

G. D. HOOPER, *J. P.*

THE STATE OF ALABAMA, *Chambers County:*

We have examined the names of all witnesses in this book, and are acquainted with them, and certify that they are credible and respectable persons.

NATHANIEL H. GREER, *Commissioner.*
WILLIAM H. HOUSE, *Clerk of the Circuit Court.*

THE STATE OF ALABAMA, *Chambers County:*

I, Joseph J. Williams, clerk of the county court of the said county, do hereby certify that George D. Hooper, whose name appears in the attestations on the pages preceding this, is a justice of the peace, regularly elected, commissioned, and sworn, according to the constitution and laws of Alabama; and I do further certify that James Thompson, whose name appears in the attestations on pages 20, 21, 22 and 23, is the judge of the county court of said county, regularly elected, commissioned, and sworn, agreeably to the constitution and laws of Alabama.

In testimony whereof, I have hereunto subscribed my name and affixed my private seal, there being yet no seal of office provided by law.

JOS. J. WILLIAMS. [L. S.]

INDEX.

On the 24th January.

No. 1. See-tar-ne, a girl 12 years old. Nimrod Doyle's advice. Magruder locator. Purchasers, Stroud and Doyle.

No. 2. Poeth Hadjo. Locators, Magruder and Blake; removed three or four miles from a place where no one else lived. Cause of removal, poor land. A young boy located.

26th January; same case, &c.

No. 3. Sucie or Jack. Locators, Blake and Magruder. One of Arthur's Indians, not the head of a family, an Uchee from Oakmulgee river, Georgia, not living in the country at the time of the treaty. Arthur's colony.

No. 4. Thomas N. Berryhill. Magruder, locator; a citizen of Georgia, son of a white woman of Upson county, Georgia, and a head of a white family there, but at no time a resident or married in Creek territory of Alabama.

No. 5. Jackson Doyle, lad, not at the head of a family then (treaty) or now.

No. 6. Muscoge Doyle, a girl nine or ten years old.

No. 7. Location of section 6, t. 21, r. 27. Neaththlocco, the rightful claimant, removed for two other Indians. Broadnax, the locator, interested beneficially in making this location.

No. 8. Kissy, one of Reid's wives, not the head of a family.

No. 9. Mary, not the head of a family. This circumstanoe known to Magruder, the locator. Illegality of the transaction *sworn to.* (A legal custom of *Georgia.*)

No. 10. Sowieka or Peggy, an Uchee woman from Oakmulgee river, Georgia, and not the head of a family. Arthur's schemes.

No. 11. Anna or Luezer, not the head of a family. Located by Magruder. Twelve or thirteen years old. Three locating agents in the speculation.

No. 12. Alleged negligence in the land office.

No. 13. Tiffy, not the head of a family, removed four miles.

No. 14. Yomotchekae, a young girl, twelve or thirteen years old. The use of money in the Creek speculation. Whitaker's (the locator s) dishonesty.

No. 15. Sofootka, removed five miles by the locator, Thornton.

No. 16. Husband and wife located on two reserves by the locator, Whitaker.

No. 17. Tatafee or George, from Oakmulgee river, Georgia, brought into the country, after the treaty, by Arthur, located designedly on a white man.

No. 18. Arthur's schemes and Indian wife.

No. 19. Indian removed thirty miles to cover a white man's settlement.

Witnesses attending on Nathaniel H. Greer, Commissioner, &c.

Witnesses.	Attendance.	Travel.	Compensation.
William Morris	1 day	20 miles	$1 80
Joseph Neel	1 day	4 miles	1 16
John Howard	2 days	36 miles	3 44
George Harper	1 day	36 miles	2 44
Elisha Ray	1 day	36 miles	2 44
Sandford Thornton	1 day	30 miles	2 20
David Neel	1 day	30 miles	2 20
John Patterson	1 day	30 miles	2 20
Mark Hudspeth	2 days	60 miles	4 40
Joseph L. Howard	2 days	40 miles	3 60
T. K. Smith	1 day	10 miles	1 40
Caleb Hallaway	1 day	10 miles	1 40
Quincy Boring	1 day	30 miles	2 20
David Patterson	1 day	30 miles	2 20
William D. Greer	1 day	10 miles	1 40
M. Williamson	1 day	10 miles	1 40
B. Taylor	1 day	6 miles	1 24
S. J. McMorris	1 day	— miles	1 00
Joseph Humphries	1 day	30 miles	2 20
Allen Humphries	1 day	30 miles	2 20
William Giddins (not sworn)	1 day	1 mile	
Willis Johnson	1 day	22 miles	1 88
Leroy McCoy	1 day	18 miles	1 72
John S. Freel	1 day	16 miles	1 64
William T. Moss	1 day	— miles	1 00
William H. House	3 days	— miles	3 00

The compensation of witnesses in the circuit court of Alabama is one dollar per day, and four cents for every mile of travel.

Judge Thompson, seven certificates at fifty cents $3 50
Clerk Williams, two certificates at fifty cents 1 00
Clerk House, one certificate at fifty cents 50

The testimony taken before Nath. H. Greer, commissioner, &c., at La Fayette, Chambers county, in the State of Alabama, for the Committee on Public Lands of the Senate of the United States.

THE STATE OF ALABAMA, *Chambers County:*

I transmit to the honorable the chairman of the Committee on Public Lands of the Senate of the United States this book, containing all testimony taken before me as commissioner, and do certify the same to have been correctly taken.

Given under my hand and seal this 5th day of February, 1835.

NATHANIEL H. GREER, *Commissioner.* [SEAL.]

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, George H. Gray, who, being first duly sworn, says he will faithfully transcribe the depositions of witnesses examined by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands; and that he will make no alteration of any kind in either the interrogatories or answers himself; and that he will not permit them to be examined by any person; and that he will return such depositions and interrogatories as may be given him to the commissioner from whom he receives them, whenever demanded; and that he will submit such transcripts to said commissioner before showing them to any person.

Given under my hand and seal this the 11th day of June, 1834.

GEO. H. GRAY.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Anthony B. Shelby, an acting justice of the peace for said county and State, Avery Nolen, who, first being duly sworn, says the following are true and faithful answers to the interrogatories propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands.

Answer to interrogatories. Some time in the fall or winter, (in November or December) 1832, I made application to Mr. Dameron to enter me some land. He said he did not know till he saw Mr. Gwin. We waited some time for Mr. Gwin to come, but he did not, and I went after him. When he came, he and Mr. Dameron went out in the yard, and talked together. They then came back into the house, and I asked them if they were going to do it. They both of them sat down to the table, and I think Mr. Dameron asked Mr. Gwin the amount. Mr. Gwin said the land came to one hundred and fifty dollars, and the interest put on to it made two hundred and twenty-five dollars. Mr. Gwin said, "You can pay it on the first of March next." I told them it was too much interest to pay till the first of March; I ought to have twelve months at fifty per cent. He then said, "Pay it as soon as you can; if you will pay it before then we will curtail the interest." I said, "I will pay it, if I have to borrow the money." Mr. Dameron (I think) wrote the note for two hundred and twenty-five dollars, and it was my understanding that I was to have twelve months for fifty per cent, and if I paid it sooner the interest was to be curtailed. I think the note was due 1st of March afterwards; I had to make affidavit before a magistrate for the forty acre piece; the certificates for the forty acre piece and for the eighth were both folded up with the note. While Mr. Dameron was writing the note, Mr. Gwin looked on the maps for the land, and he (Gwin) told me that when I paid the money he would give me up the note and the certificates for the land. I thought the land was entered, and went home quite well satisfied. Some time afterwards I sold the land, and one eighth besides, for twelve hundred dollars, and gave a bond to make a deed for the whole of it. A short time before Mr. Gwin left here I went to the office to see Mr. Gwin: I asked him if he recollected about the land scrape. He appeared to be very obstinate about it, and seemed not to know me. I made myself known to him. He then said, "Mr. Dameron wants to close his business." Says he, "I am going to leave here shortly;" and implied that the business must be closed. I told him, "Just as quick as possible." I told him it was rumored the land was not entered. Some people were coming in at the door at that time, and he turned round and made me no reply. About October last I found out the land was not entered. There was then no receiver. I deposited the money for the entry of said land when the receiver came. When the office opened again, Patrick Shackey entered one eighth of it, and as I had sold it before that time, believing it was entered for me, I was compelled to buy the eighth of land from Shackey, and also one other eighth from him, for which I had to give six hundred dollars. I have never heard anything of my notes. Mr. Gwin was register, and Mr. Dameron was receiver, when they both agreed to enter the land for me, which they did not do, and I lost four hundred dollars by their not doing it.

AVERY NOLEN.

Sworn to and subscribed before me, this 30th June, 1834.

A. B. SHELBY, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories to be propounded to Joseph Dunbar, Esq., of Jefferson county, State aforesaid, touching any malconduct on the part of the several registers and receivers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands:

Interrogatory first. Were you ever allowed by the register of the Mt. Salus land office to put a mark upon any vacant land which you did not then enter, or did said register put said mark upon land that was vacant? If so, state what kind of a mark it was, what was the intention of it, and what effect it could have; what representation said register made relative to said land thus marked when applied for by inquirers for vacant land; or what representation was he to make, or what representation did you ever understand he had made, when land thus marked was inquired after? State every particular of said mark.

Interrogatory second. Did you ever instruct the register and receiver, or either of them, and which

one, to take out applications for you individually or jointly with another or others, and to hold said applications up; but if the land thus applied for were applied for by any other person, that said register or receiver, or any other person in the office, should close the entry of the land thus applied for? If so, state whether there was any understanding, expressed or implied, that if you did not have the money on deposit in said office at the time, what was in that case to be done by said register or receiver, or any other person; and also whether you know or have reason to believe any land was ever represented by said register or receiver to inquirers for vacant land as sold, when in truth said land, or the amount of the purchase money of it, had not been placed to the credit of government. Also state what particular tract or tracts of land was entered for you, under the arrangement inquired for in the first part of this second interrogatory.

Interrogatory third. Do you know of any instance in which the register of said office permitted any person to enter land marked sold upon the maps of survey, but the sale of which could not be traced to any other book in the office, *without* waiting to receive instructions from the department permitting the entry of said land thus marked?

Interrogatory fourth. Do you know, or have you reason to believe there has been any malconduct on the part of either the receiver or register of said Mount Salus land office? If of your own knowledge, state the case or cases; if only reasons, state the cause of your belief. This sweeping interrogatory is made to you on account of your being well acquainted with the respective duties required of each or either of said officers.

Interrogatory fifth. Do you know, or have you reasons to believe either said register or receiver ever evinced any favoritism or partiality of any kind in their official character, or anything affecting the duties of their office, which can be or cannot be styled malconduct, yet shows that they did not act towards every man alike in the discharge of their duties? State every particular of any such case or cases.

THE STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Alexander M'Kay, who, first being duly sworn, deposeth and saith he will true and faithful answers make to the interrogatories that may be made to him by virtue of a commission from the honorable Senate of the United States through their Committee on Public Lands.

Answer to first interrogatory. About the month of April, 1833, after Samuel Gwin had ceased being register of the Mount Salus land office, and some time before Mr. Summeral came into office, I examined the maps of said office with a view of entering west half of the southeast quarter section 10, township 5, range 2 west, which tract was marked with the letter S on said maps. I then examined the tract book, and found said land was not sold. I mentioned to colonel Samuel Gwin that I wanted said land, and that it was not sold though it was marked sold. He said he knew it was vacant, but that he himself had marked it sold; that it ran into Mr. Millon's field, and he (Gwin) wanted it, and that it was a pretty good piece of land. I told him I wanted it. He then said I might have it if I would examine and tell him what was the quantity of some land that lay west of it. I told him I did not then have the money to pay for said land. He asked my prospects for getting it; I told him I thought I could get the money of William S. Jones of this place (Clinton). He advised me to wait, that the percentage was too high, and that he would get it for me. He then spoke to Mr. Dameron; they had some conversation together. Samuel Gwin then gave or ordered to be given me an application, not signed by any register, for said land, which was left with Mr. Dameron. Gwin then stated it could lie so one or two months, and that the land could then be saved for me. From my understanding of what he said, I thought he intended to pay for said land for me if any one else applied for it, rather than that I should lose it. He did not say positively he would do so, but that impression was made on my mind. At the election in May he told me I had better come and enter said land, or I might lose it, as he had heard it talked of. In a few days (two or three days) after that, I came to the office to enter it; it had the mark of S. I then inquired of Mr. Summeral, the register, if it was vacant; he told me the steam-mill company had entered it. I then thought the steam-mill belonged to John B. Pittman and William Cage, but I afterwards found Samuel Gwin had a few days before bought Cage's part of said mill; I inquired very particularly if the money was actually paid. The receiver said it was so arranged I could not have the land. I also asked Mr. Summeral, the register, if said land was paid for. He said he believed it was, but did not give a positive answer; at least I could not get the land. Things remained in this situation till within a few days before Samuel W. Dickson came into office as receiver, in November last. I again examined the maps of survey of said office, and found that the above eighth of land on the map had had S or mark of sold scratched off, and the letter S on one other eighth joining at the corners, which was on this other eighth when I applied, a few days after the election in May, 1833. This other eighth had been represented as the other piece belonging to said steam-mill company. Some time during the summer of 1833, and when I believed said two eighths of land as above described belonged to said Pittman and Gwin, I mentioned to said Gwin I could not well do without said two eighths of land, as I wanted them for the timber for my saw-mill, and that there was a plenty of pine lands west of his mill, and that I would pay for as much for their mill, but this was near my mill and I could not do without it.

He told me to go to Pittman, and whatever he did he (Gwin) would be satisfied. I went to Pittman, and in September or October, 1833, we went and looked at the land. He proposed swapping me some land in section 15 for some that some of my children owned near to his and Gwin's mill; he claimed three eighths, viz., east half, northeast one-quarter, section 15, township 5, range 2 west; the west one-half, southeast one-fourth, section 10, same township and range. The other eighth I do not know the numbers of. All these three eighths I think were marked sold; any how Pittman claimed the land for himself and Samuel Gwin, and he proposed swapping me any part of it. At the time he claimed these three eighths and offered to swap them to me, and they marked, (I think,) all of them were unpaid for, *I know.* A few days before Samuel W. Dickson came into office as above mentioned, I examined the maps again, and found the letter S, marked on these three eighths, (two of which Samuel Gwin promised to save for me,) all of which had been represented as sold, had been scratched off, and were in fact vacant; and that the steam saw-mill company had in fact only paid for three forty acre pieces. When the office opened again under Samuel W. Dickson as receiver, I applied for four eighths. Pittman applied for the same four eighths in his name and Samuel Gwin's. He spoke to me, and said he would bid pretty high for some of it, particularly the two eighths I first wanted. I knew I was not able to bid against him, not having

money enough to come in competition with him and Samuel Gwin, who, I believed, had a considerable amount of money. I was compelled to let him take that which he was determined to have, and he let me have two eighths which were worth much less than those I first wanted.

Answer to second interrogatory. The letter S upon a tract of land, or writing the name of the purchaser on the tract, but more frequently the letter S, is used upon the maps of said office to designate land that has been sold; and inquirers for vacant land, seeing land on said maps marked in either manner, would be induced to believe land so marked was sold.

Answer to third interrogatory. Yes, I do; and have answered and detailed the facts in answer first. The steam saw-mill company owns the most of said land marked sold when it was not sold. I also own one eighth, which Pittman told me belonged to him and Samuel Gwin when it did not. The eighth I own comes within about 640 yards of said saw-mill.

ALEXANDER McKAY.

Sworn to and subscribed before me this 9th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, William S. Lindsey, who, being first duly sworn, says he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions of witnesses in cases of fraud on the public lands, &c., &c.

Answer to interrogatories. On or about the 31st day of December, 1832, I applied to Samuel Gwin, the register of the land office at Mount Salus, to enter the E. ½, N. E. ¼, section 20, and the W. ½, N. W. ½, section 21, township 7, range 2 east. My brother owned one eighth of land joining this, broadside to the east, and I knew that by getting these two eighths the three together would sell well. Upon looking at said two eighths, I found that both were marked with the letter S; I asked him, Gwin, who had entered said land; and to let me see the book, and know who had entered it. He said it was too much trouble, and he would not examine the book; and that after the next week he should have a room made, and would lock up the books; and when people applied for land, if it was vacant they should have it; if not, they should not have it. That miffed me a little, and I told him he could do as he pleased about it. Some time in July, 1833, Littleberry R. Stark, of Madison county, called and told me I was mistaken about the land being entered for which I had applied, and which Gwin, the register, had told me was entered, for he, Stark, had himself seen the very same land entered the evening before. The records of the said land office now show that the very same land was entered by Joseph Dunbar and David Hunt, of Jefferson county, on the 24th of July, 1833. I consider I thus lost $1,400 by not getting the land as above described, which Gwin, the register, insisted was entered when I applied for it; said land was then marked sold. There are several other persons who know the facts of this transaction. Furthermore deponent saith not.

his
WILLIAM T. + LINDSEY.
mark.

Sworn to and subscribed before me, this 12th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

THE STATE OF MISSISSIPPI, *Hinds County:*

This day Jacob Williams, of the county and State aforesaid, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, and said Williams, being first duly sworn, deposeth and saith, that he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioners appointed by the honorable Senate of the United States, through their Committee on Public Lands.

Answer to interrogatories. About the first of August, or thereabouts, 1832, I applied to Saml. Gwin, the register of the Mount Salus land office, and told him I had understood that he was in the habit of saving land for people at a small interest; that I wanted some land, but had no money, and wanted him to save it for me. He said he would see Mr. Dameron, the receiver; that they were together, and whatever they agreed on they would do. They mentioned it to each other in my presence, and agreed to do it. I told them I wanted them to save me two eighths and two forty acre pieces, making three eighths. They asked me how long I wished them to wait with me for the money. I told them if I could sell a negro girl I had for sale, I could pay them in three months. They then asked me what I was willing to give them. I told them I was willing to give them thirty dollars, and would pay them in three months, if I could sell said negro girl; but if I could not sell the girl, I should want them to wait a little longer, and I would be willing to give them a little higher interest. They agreeed to that. Then Saml. Gwin sat down to draw the writings, and said, "Well, Williams, as you and I were friends in the war, I will not be so hard with you; I will take twenty-five dollars." I then showed him the numbers of the land. He then made out the certificates for the land, and I signed my name to them. Mr. Gwin then drew two notes, both making the sum of three hundred and twenty-five dollars; three hundred dollars being for the land, and twenty-five dollars for the interest. The interest was not included in a separate note, but the amount of three hundred and twenty-five dollars was divided into two notes; the exact amount of each one separately I do not recollect, but both made the sum of three hundred and twenty-five dollars. I think the notes ran in this manner: "Three months after date I promise to pay Gwin and Dameron," &c. &c. Attached to each note, and on the same paper, was a little memorandum, if I did not pay said notes as agreed on, it was to be optional with them whether they would let me have the land or not. I one day, some time afterwards, stepped into the office, and Mr. Dameron said to me, "You are selling beef here, suppose you let me have some in the way of paying for the land for which you owe us; whenever you come in, let me have beef; and I will credit your note, which will be the same as the cash to you." I said, "Whenever I bring in beef, I will let you have some; you credit my notes, and it will answer me as well as the money." I accordingly let him have beef at several different times. I at length became suspicious, from hearing a few words spoken in my neighborhood, and thought the money for one of the eighths had

been deposited in the office. In selling some beef to Mr. Hall we were speaking of the scarcity of money, and he said he could recommend me to a man from whom I could get almost any amount of money I might want, at a per cent. He told me to go to Wm. S. Jones, of Clinton. I went to him and he agreed to let me have some money. I then came down to the office, and told Mr. Dameron and Gwin I was going to pay the money, and lift one eighth and a half of the land. They then asked me if I had got any person to assist me about the land; I told them I had, and they called him doctor Jones. They then consulted together. Mr. Gwin then turned round and said, "You have paid me nothing; I do not like to give up the land till I get more interest." I then asked him how much he wanted. He said, "As crumbs are going pretty plenty, I must have some too; you must pay me sixteen dollars to-day, if I consent to let that part of the land go." I then said, "Mr. Gwin, I have not got the money in hand to-day; but," says I, "I have got Mr. Jones to take half the land, and assist me about it, and I will pay you sixteen dollars to-morrow." He said, "Well, your word is good for it; we will wait till to-morrow." "Well," says I, "I will come down in a few hours with Mr. Jones, and you shall have the money for the land." Late in the evening, Mr. Jones and myself came down; Mr Gwin was absent; I applied to Mr. Dameron for my notes and certificates. When I applied to him for them he said, "Mr. Williams I do not know anything about your papers." "Know nothing about them, Mr. Dameron! why, not long since I told you I was going to pay you the money," said I. Says he, "I don't know that you had any papers here; if you had I expect they are torn up; I know nothing about them." Said I, "Mr. Dameron, I gave you and Mr. Gwin my notes, and I signed the certificates, and you have credited my notes with what I let you have; and," says I, "you must get my notes; I must know what has become of them; they are out." Mr. Jones and myself then got up, and started out of the office. Mr. Dameron then got up and said, "Mr. Williams, come back in the morning; I will make due search, and I expect all will be right." In the morning Mr. Jones and myself, after the office had opened, came to the office again. Mr. Dameron then said to me, "Mr. Williams, all is right; here are your papers and notes." I then asked for the certificates for the land Mr. Jones was going to enter for me, and I told them to credit the notes with the amount of money Mr. Jones was going to pay. They then tore up the certificates for the land Mr. Jones was going to enter. Mr. Jones then entered one eighth in his own name, and I paid for the forty acre piece which was entered in my name, and I transferred it to him in the office. Mr. Jones and myself then went to his office, and reduced our contract to writing. I then returned back to the office, and paid them the sixteen dollars interest, as agreed on the day before. I gave them the money, and said, "Credit my note. I wish you to credit the smaller note." Mr. Dameron looked in his box and found the notes, and said to Mr. Gwin, "I have lost fifty dollars." Mr. Gwin laughed, and said, "I cannot help that." Mr. Gwin then said, "You might as well not have applied to any one else, and let us have gone on with your business;" says he, "Jones will skin you tighter than we would; he is a skinner." Mr. Dameron then said, "I would not have made the offset about the notes if Jones had not been in the office; I did not want him in." Says I "Mr. Dameron, I am sorry I got a gentleman to come into the office who injured your feelings; I got him to assist me about my land." He said he did not want Jones to know anything he was doing in the office; he did not like him, and he did not want (anything) to do with him. I then said, "Mr. Dameron, I am willing to pay you interest. If you think there is the least difficulty about your saving the balance of the land for me, I will return to Mr. Jones and get him to save it for me; I might as well pay one man interest as another." Mr. Dameron then said, "Mr. Williams, there is not the least danger on earth; we can save your land, and you can pay us along as you get the money." Before my crop came in, I handed them over twenty dollars. About the last of October last I came to Clinton and found that Mr. Dameron had died, and Mr. Gwin had left the office. I then went to Mr. Dameron's widow, to ascertain what had become of my notes and the certificates for the land. She could give me no information about it; but told me to apply to her son, who done business in the office, and perhaps knew about it. I then applied to young Mr. Dameron; he said he knew nothing about it, but when I came in the next time he would try and ascertain, and would give me an answer. He then, at the next time I saw him, told me he could tell me nothing about it. He asked me how much money I had paid his father: I told him. He said I should not lose the land, and if I did he would make it good; he said he had asked Mr. Gwin about it, and he knew nothing about it; but I should lose nothing by it. I have not yet heard anything of my notes, or the certificates; but young Mr. Dameron paid me not a great while since the twenty dollars I had paid his father. He then requested me to say nothing about it, and said he could not find either the notes or certificates, and stated he would give me a receipt against the notes. In December last I saw Mr. Jones again in Clinton; he asked me if I had got the land Mr. Gwin and Mr. Dameron had agreed to save for me. I told him I could hear nothing of the certificates or notes, but that young Mr. Dameron had told me I should not lose the land. Mr. Jones then told me it was his opinion said land was yet vacant, though it might be marked sold on the maps of the office. I then asked him if he could save it for me. He told me he thought he could. We then found said land marked sold upon the maps of the office, but its sale could not be traced to any book in the office, nor could there be found any entry of its having been paid for to the government. We then deposited money for said land (after having obtained the certificates) till the register could get instructions from the Commissioner of the General Land Office permitting its entry. The register this morning told me he had not yet found any trace of said land being entered. The eighth and a half entered for me by Mr. Jones, in January, 1833, and which Mr. Gwin and Dameron had agreed to save for me three or four months before that time, is west half, southeast quarter, section twenty, township seven, range three west; and the north half, east half, and northeast quarter, section twenty-nine, same township and range; and the other land which they agreed to save for me, and which in said January, 1833, they farther continued to save for me, but which in December, 1833, was only marked sold upon the maps, and for which Mr. Jones has deposited money, is south half, east half, and southeast quarter, section twenty-one, township seven, range three west; and the east half, and southeast quarter, section seventeen, same township and range; all subject for sale at the Mount Salus land office. G. B. Dameron was receiver of public money, and S. Gwin was register at said Mount Salus land office when I contracted with them to save said land for me, and which they did not save, though they often told me they had saved, and received some of the money, which young Mr. Dameron has paid back to me. This is about the whole of said transaction, as well as I now can remember. Given under my hand and seal, this the 10th day of June, 1834.

JACOB WILLIAMS. [L. S.]

Sworn to and subscribed before me this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Burrass Haley, who, being first duly sworn, says he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions in the cases of frauds on the public lands, &c., &c.

Answer to first interrogatory. About the last of October or the first of November, 1832, George B. Dameron, and Samuel Gwin, receiver and register of the land office at Mount Salus, agreed to enter two eighths of land for me, and were to wait till the first of March, 1833, and I was to give them ten dollars for delay of payment on each eighth till that time. I gave them my note for two hundred and twenty dollars, payable at said first of March, 1833; said note made payable to George B. Dameron and Samuel Gwin; and stated in it, it was given for said two eighths of land, describing them. I got the applications from the register for said land, and handed them to Mr. Dameron, the receiver. He filed (the applications) away with the notes. I asked him for the receipts for the land; he said they were not in the habit of giving receipts for land at that time, but that the land would assuredly be secured to me; and informed me, if I wanted more saved in the same manner, I could get it. The land was marked sold upon the maps. In a short time afterwards, (a week or ten days, hardly so long,) I enclosed them my note for three hundred and thirty dollars, due 1st March, 1833, and requested them to enter me three more eighths of land, and to inform me if they had done so, by acknowledging the receipt of the letter. Not hearing from them I came down in a few days, being uneasy about it, to see if they had attended to it. I found that all the eighths had not been marked sold; but Gwin, the register, did then mark the whole of it sold, by putting the letter S on each eighth in my presence. On the 28th day of February, 1833, I came down to pay the money. The first applications that had been taken out could not be found; new applications were taken out, and the receipts for the payment of the money to the receiver were dated on that day, 28th February, 1833. The following are the numbers of the land: northwest one-quarter and west one-half, northeast one-quarter, of section 33, township 7, range 2 east; and the east one-half, southeast one-fourth, and east one-half, northwest one-fourth, of section 32, same township and range. I paid them five hundred dollars for the land, and fifty dollars interest.

Answer to second interrogatory. I asked Col. Gwin, the register, on the 28th February, 1833, if said land had been returned sold to the department. He said "No." He was so far behind with his books, not being able to get a clerk, he had not come up to it. I then asked him if said land had been applied for. He said a great many people had been looking at nearly all the vacant land.

Answer to third interrogatory. I know the land was marked sold at the time I bargained for it in October or November, 1832; but what the register would have done had any one applied for it, I do not know. Furthermore deponent saith not.

BURRASS HALEY.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day Rufus B. Powee personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, and said Powee, being first duly sworn, deposeth and saith that he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the honorable Senate of the United States through their Committee on Public Lands.

Answers to interrogatories. In September, 1832, I applied to Mr. Dameron, the receiver, to enter me two forty acre pieces. He said he would enter it, provided I would give him my note for one hundred and forty dollars, payable in six months from that time. I then told him I would do it. He stepped into the register's office, which is adjoining, and brought me the applications for both forty acre pieces. I went, and was qualified to them before a justice of the peace, and returned, and handed them to Mr. Dameron. Mr. Gwin and Mr. Dameron were both in the same room at the time, and I think Samuel Gwin, the register, wrote the note. It was made payable to said Dameron and Gwin, in six months, for $140. One or the other said they would keep the receipts for the land, as a kind of security, till the money was paid. I then believed the land was made safe, and was paid for to the government. A few days after my note fell due, I came and paid one hundred dollars on said note; I then told him (Mr. Dameron,) I would pay him the balance of the money in a few weeks. He said he would wait with me till the fall for the balance. He then told me he would be down at the office after dinner. Before he came I left town, and did not see him, nor did I ever afterwards. I never knew but that said land was saved for me, and continued to think so till Mr. Summeral, the present register, came into the office. Mr. Summeral sent me word said land was marked sold, but was not sold; and if I did not come and enter it some one else would enter it. When Samuel W. Dickson came into office as receiver of said Mount Salus land office, I again applied for both the eighths in which the two forty acre pieces were situated, and obtained them. I have not yet got back the one hundred dollars paid on the land, for which very same land I had to pay again, and shall probably lose said money. The land I contracted with them to save for me was north one-half, east one-half, southeast one-quarter, section 12, township 7, range 3 west; and south one-half, west one-half, northeast one-quarter, same section, township and range; and have been twice marked on each with the letter S. Further deponent saith not.

R. B. POWEE.

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace in and for said county, Joseph D. Pubbs, a witness called forward by virtue of a commission from the honorable Senate of the United States, in relation to transactions in the land office at Mount Salus, Mississippi; and the said Pubbs, being first duly sworn to make full and true answers to the annexed interrogatories, propounded by the commissioner herein, at the land office in Clinton, answered as followeth:

Answer to first interrogatory. I know that five eighths (lots) of ground on the Mississippi river were marked sold on the register's maps at the Mount Salus land office, when they were not sold, and they

remained thus marked and unsold for several months. They were marked with the letter S. Samuel Gwin was then register of said office, and did himself mark said land, as above, under circumstances that he knew it was not sold, they being intended for my use; but were subsequently entered by Wm. M. Gwin, in the name of Harry Hill, of Nashville, Tennessee. This land was entered, I think, something more than a year ago; I think in March, 1833, but I am not certain as to dates.

Answer to second interrogatory. The letter S is used on the maps of said office to denote land that is sold, and subsequent inquirers for vacant land would believe land thus marked was sold.

Answer to third and fourth interrogatories. I think Samuel Gwin, the register, was partial to his brother in entering land. Dr. Wm. M. Gwin, brother of said Samuel Gwin, and myself, visited land on the Mississippi river, for the purpose of finding valuable vacant land; and after we had found land vacant that suited us, we agreed that he was not to enter land above a certain township line; nor was I to enter any below said township line—the line between eighteen range two east, and township range eight west. I was permitted, after going with said line to a certain lake, about two miles from the Mississippi river, to enter below said township line, as the lake might run. Wm. M. Gwin and myself returned to Clinton, (where the land office is situated,) and I entered some land. After I had been to look at said land a second or a third time, Samuel Gwin, the register, marked five lots of it as sold, when it was not sold, for my benefit, till I could get the money to pay for it. Some time afterwards, when I was about to leave for New Orleans, I applied to Maj. Dameron, the receiver, to borrow the money to pay for said land thus marked, for two weeks, till I could return from New Orleans. He at first agreed to lend me the necessary sum, five hundred dollars; but he then said perhaps he might wish to make a deposit before my return, and told me to take out applications, and deposit them in his strong box, and it would do as well as paying for the land. When I returned from New Orleans I came into the office to pay for said land thus marked. Maj. Dameron asked me if there was nothing between me and Wm. M. Gwin. I told him there was not. Dameron told me then Wm. M. Gwin had entered the five eighths marked for my benefit. I then asked him if said Gwin had no applications out for land that were not paid for. His answer was, he had thirty odd; and that he had forty-five hundred dollars on deposit, in his strong box, to pay for it. I then asked him if he would take some money on deposit for me. He said he would. I then deposited twelve hundred dollars with him. I then asked him if he would bid against me for the land for which Wm. M. Gwin had taken out applications. He said he would not. In two or three days afterwards I applied to Samuel Gwin, the register, for twenty lots, for which his brother had taken out applications, which were marked sold, but not paid for. He asked me where I wanted them. I told him to turn to the maps, township eighteen, north range, two east. I then applied for the south half of section nine. He told me it was entered. I told him it was not; but the applications were only in Dameron's strong box, and the land was not paid for. He said the money was on deposit, if it was not. I then told him I had money on deposit too, and *made* him give me applications for it. I then applied for the south half of section six, same township and range. He also said that was sold. I told him it was not; and he wrote three applications of it, and commenced the fourth, and stopped, and told me if I would not enter these lands, that he would burn the receipts for the five lots his brother had entered in the name of Harry Hill, of Nashville, Tennessee, as above mentioned. I told him I only wanted what was right; that I would put up with the three lower lots of the land entered in said Hill's name. He then went with me to Dameron's box, and got the receipts out, and three of them, for the lower lots I wanted, he burnt, and I then entered said three lots, and got the receipts in my own name. This is about all I know.

JOSEPH D. PUBBS.

Sworn to and subscribed before me this 9th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

To Nathaniel Reed, Esq., of Hinds County, Mississippi, greeting:

By virtue of the power in me vested by the Senate of the Congress of the United States of America, I hereby authorize and command you to summon Thomas C. Nelson to be and personally appear before me on the 16th day of June, 1834, at the land office in the town of Clinton, State and county aforesaid, then and there to discover on oath, in answer to interrogatories to be propounded, all such facts as he may know touching any malpractice of any officers of any of the land offices in the State aforesaid; also touching any fraud or corruption that may have been practiced at the recent sale of public lands in the State aforesaid; and that he bring with him all writings of any description, showing any combination of persons to purchase land at the recent public sale of lands at Chocchuma; also, all writings, memorandums, &c., showing the proceedings of said combination, and all papers of any kind whatever relating or in anywise appertaining thereto.

Given under my hand and seal this the 13th day of June, 1834.

WM. J. JONES, *Commissioner.* [L. S.]

THE STATE OF MISSISSIPPI, *Hinds County, sct:*

This day Robert Matthews, of said county and State aforesaid, personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State aforesaid. Said Robert Mathews, being first duly sworn, deposeth and saith that he will true and faithful answers make to such interrogatories as may be propounded to him by commissioners appointed by the honorable Senate of the United States, through their Committee on Public Lands.

Answer to first interrogatory. Yes, I have. Samuel Gwin, the late register of the land office at Mount Salus, was the officer who made the refusal to me and my brother John Mathews. That on the 11th of October, 1832, my brother John first came to the office in company with Ethelwin Sadler, who he got to assist him, to prevent him from making mistakes, as we were no scholars; he returned and told me that he applied to enter south one-half, east one-half, southwest one-quarter, of section No. 36, township No. 6, of range 2 west, and said Gwin had refused to let him enter said land; he wanted to enter it himself. My brother said he insisted to enter the land, and then Gwin proposed to him to bid for it, and he told him he could not do it—he only had money enough to pay for it at government price, and he thought he ought to have it, as it was unentered; but Gwin would not consent for him to enter it. My brother then returned and told me the circumstance; then I went up and proposed to enter it; he still urged me to bid for the land. I then commenced pleading with him to permit me to enter it—that we had commenced getting land there for a settlement, and it lay joining some land we had saved, and within two or three hundred yards of where we were building. He still refused, and I complained, and at length he proposed

for me to take one-half of the eighth, to which proposition I consented, if he would let me have the half joining my former entry, which he refused, but told me I could take the other half. I concluded to take it rather than lose all.

Answer to the second interrogatory. I think it was in August, 1833, it was hinted to us that the land we applied for had not been sold, but the land on the map had the word "Gwin" written on it, when we got some friend to examine the map for us, and we found out that the land had no record of its having been paid for. I again went to the office about the 28th of August, 1833, to ascertain the date of the receipt of the money for the north half of said eighth, and was told in the land office that the receipt to said Gwin for the purchase of said north half was dated on the 10th of August, 1833. And further this deponent saith not.

ROBERT MATTHEWS.

Sworn to and subscribed before me, this 10th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

This day personally appeared before me, Henry G. Johnston, an acting justice of the peace for said county and State, Ramsay M. Cox, who, being first duly sworn, saith he will true and faithful answers make to such interrogatories as may be propounded to him by the commissioner appointed by the Senate of the United States, through their Committee on Public Lands, to take depositions of witnesses in cases of frauds on the public lands, &c.

Answer to first interrogatory. A gentleman informed me that Messrs. Dameron and Gwin owned some valuable land lying near some he (Mr. Harper) owned, and they (Dameron and Gwin) had requested him to sell it for them. I went up and looked at the land, and came down to purchase it. I asked Messrs. Dameron and Gwin, the receiver and register of the Mount Salus land office, if they owned southeast quarter of section 27, township 10, range 4 east; and the northeast quarter of section 34, same township and range. This was about the 15th of December, 1832. They said they owned said land. I asked them what they would take for said land. They said seven hundred dollars. I asked them about the time of payment. They offered to take one hundred and fifty dollars in cash, and the balance in equal payments, half in three months and half in six months: I agreed to do it. I paid them one hundred and fifty dollars down. They did not take my notes, but gave me their joint bond, and both of them signed their own names to it; and in said bond it was agreed that when I paid the amount that would be due in three months, and also the amount that would be due in six months, they, their heirs, executors, &c., were to make me a title to said land above described. I then told them I wanted to enter a half eighth adjoining. They told me to go and make affidavit before Esquire Bond before I could enter it. I did so; and when I came back I asked them for the certificate for it. They said it did not matter about that; they would include it in the bond, and could so arrange it that the patents would come out in my name. I agreed to that; it was included in the bond, and I paid them in cash fifty dollars, the government price of said half eighth. I did not examine the maps, and do not know whether said half section above described was marked sold upon the maps of the office or not. I did not meet the first payment as it fell due; and when the last payment was about due I sent them my note, endorsed by Goosey and Bryant, payable in the United States Bank at Natchez, at four months, for five hundred and seventy dollars, for which I received a receipt signed by George C. Dameron. Some time afterwards, I saw Samuel Gwin on his way to Chocchuma, and he told me the note I had sent them was not discounted. I told him I would make some arrangements, and would pay it in a short time. He said Mr. Geo. C. Dameron attended to his father's business since his death, and told me to arrange it with George C. Dameron. The first time I came down I did not see George C. Dameron. He was from home. I saw him on the 29th February, 1834, and told him I wanted a title to the land I had bought of his father and Gwin, and showed him their bond for title, and told him I was then ready to pay the balance for said land. He said his father and Gwin did not enter it, but that he himself had entered the land in his own name. He said if I would pay *him*, he would make me a title to the four eighths, but he could do nothing with the half eighth. I then came to the office with Geo. C. Dameron, and he said the half eighth had been entered by Thomas Griffin. Geo. C. Dameron then deducted the fifty dollars for said half eighth from what I was to have paid, and I paid the balance, and he gave me a memorandum that he would make me a title to said four eighths. Said forty acre piece, which he said belonged to Mr. Griffin, was maked sold on the maps of the office at that time, 20th February, 1834, but no trace of its entry can be found in any other book of the office; and Mr. Griffin some time in April last deposited the money for said land.

Answer to second interrogatory. Said land did not belong to said Geo. B. Dameron and Samuel Gwin, receiver and register of the Mount Salus land office, at the time they sold me said land, which was about the 15th of December, 1832; for in fact George C. Dameron entered the very same land on the 11th September, 1833, in his own name, and I have not yet got a deed from any person for said land. I gave up the bond from said Dameron and Gwin to Geo. C. Dameron, and he gave me a receipt for the payment of the money for said land, and included in said receipt a memorandum that he would make me a title to said four eighths. He would have transferred said land to me in the register's office had the register not been absent on the day I paid him.

RAMSEY M. COX.

Sworn to and subscribed before me, this 11th day of June, 1834.

HENRY G. JOHNSTON, *J. P.*

STATE OF MISSISSIPPI, *Hinds County:*

Interrogatories propounded to Thomas L. Summeral, present register of the Mount Salus land office, State aforesaid, touching any malconduct on the part of the several registers and receivers of the several land offices in the State aforesaid, by virtue of a commission from the honorable Senate of the United States, through their Committee on Public Lands.

Interrogatory first. When you took charge of the Mount Salus land office in the latter part of April, 1833, how long was it before you discovered that a considerable quantity of land had been marked sold upon the maps of survey, but which in fact was not sold; how many pieces of land thus marked have you detected upon said maps; how much is still thus marked; and how much of this marked land has since been entered, and in fact sold?

Interrogatory second. What quantity of land thus marked was so marked while the office was in the care of your predecessors in office; and how much was marked under each one, according to the best estimate you can make; and how much was marked by each one in his own handwriting?

Interrogatory third. Is there any record in your office of any of your predecessors informing the Secretary of the Treasury, or the Commissioner of the General Land Office, that a considerable quantity of land was marked sold which was not sold; and what disposition did your immediate predecessor make of land thus marked when applied for?

Interrogatory fourth Do you know or have you reasons to believe any officer of said office ever marked land sold when in fact said land was not sold, with a view of profit to himself or for the benefit of others, and did represent said land thus marked sold as in truth sold when applied for and inquired after by persons looking for vacant land? State particularly what officer may thus have acted, and every case in which you either know or have reasons to believe such was the fact.

Interrogatory fifth. Do you know or have you reasons to believe that any officer of said office ever agreed to save or enter any tract or tracts of vacant land for any person, and with an understanding they or he was to receive a percentage for so doing? If so, did said officer or officers make payment to the government at the time of making the agreement to save said land; or did he or they only mark said tract or tracts of land sold upon the maps of survey, so as to induce inquirers for vacant land to believe said land thus marked was sold when in fact it was not sold?

Interrogatory sixth. Was the north one-half, east one-half, southeast one-fourth, section 12, township 7, range 3 west; and the south one-half, west one-half, northeast one-fourth, same section, township, and range, marked sold upon the maps of survey when said land in fact was not sold, when you took charge of said office? If so, state how you think said land came to be marked in that manner, and what induced you to permit its entry without waiting to receive instructions from the Commissioner of the General Land Office; and also, what information you received from any person concerned in said Mount Salus land office relative to said lands being thus marked; and also who now owns said land, and when it was entered; and also state in whose handwriting you think said land was thus marked.

Interrogatory seventh. When you took charge of said office, what mark or writing was on north one-half, east one-half, southwest one-fourth, section 36, township 6, range 2 west? Who now owns said land? When was it entered; and was said mark or writing on said land prior to its being paid for? And also state what information you received relative to said land having said writing upon it.

Interrogatory eighth. When was west one-half, southeast one-fourth, section 20, township 7, range 3 west; and north one-half, east one-half, northeast one-fourth, section 29, same township and range, entered; and also were south one-half, east one-half, southeast one-fourth, section 21, township 7, range 3 west; and east one-half, southeast one-fourth, section 17, same township and range, marked sold upon the maps of survey? How do you think it thus came to be marked sold; in whose handwriting is said mark, and for what purpose was it made; and also what information have you had relative to said mark, from any person concerned in the office, and what is now the situation of said land?

Interrogatory ninth. Were the west one-half, northwest one-fourth, section 21, township 7, range 2 east; and the east one-half, northeast one-fourth, section 20, same township and range, marked sold upon the maps of survey when said land was not sold; and in whose handwriting is the mark of sale made upon said land; who now owns it; and in whose name is it entered? State every particular of said land.

Interrogatory tenth. Were certain tracts of land situate near a certain steam saw-mill, owned by John B. Pittman and Samuel Gwin, late register of this office, marked sold when in fact they were not sold? If so, state when you discovered said mark of sale upon them; what information you received relative to said marks; for whose benefit they were intended, when said land was in fact entered; who now owns it, and what induced you to erase the mark of sale from said land; and whether or not you had received instructions from the department for making the erasure.

Interrogatory eleventh. When do the records of your office show that northwest one-fourth, and west one-half, northeast one-fourth, section 33; and east one-half, southeast one-fourth, and east one-half, northwest one-fourth of section 32, township 7, range 2 east, were entered; by whom, and how much per acre?

Interrogatory twelfth. When do the records of your office show the entry of southeast one-fourth, section 27; and the northeast one-fourth of section 34, township 10, range 4 east; by whom, and how much per acre? Was said land marked sold upon the maps of survey, before the purchase money was paid to government; in whose handwriting do you suppose the mark of sold is made? If so, and said land was marked sold before it was in truth sold, how came it to be entered without waiting to receive instructions from the Commissioner of the General Land Office, permitting its entry; and also what information have you received relative to said land from any person who ever did business in your office, either as principal or deputy?

Interrogatory thirteenth. Is a certain half eighth of land near to or adjacent to the land mentioned in interrogatory 12, for which Thomas Griffin has deposited money, marked sold upon the maps of survey, but the sale of which cannot be traced to any other book in the office marked sold? If so, state in whose handwriting you think said mark of sale was made, and what information you ever received from any person, whoever may have done business in said office, either as principal or deputy.

Interrogatory fourteenth. Have you ever been informed that any person or persons were ever allowed to place or have placed a private mark upon vacant land, which such person or persons intended at some subsequent time to purchase of the government? If so, state what person or persons had said privilege; what was the intention of said private mark; what register allowed it, and every particular relating thereto.

Interrogatory fifteenth. From your examination of the books of said Mount Salus land office, and from information otherwise obtained, do you think your predecessors in office have faithfully discharged the duties required of them as registers of said office? State every particular; if from the records of the office, refer; if from information otherwise obtained, state your information; and also whether you think said registers have always acted in the discharge of their official duties with strict justice between man and man, and equal justice towards the government, whose agents they were; and also give the name of any register who may have been guilty of such malconduct.

Interrogatory sixteenth. Do you know of any malconduct on the part of any of the several registers or receivers of this State, yourself excepted? If so, state every particular.

Interrogatory seventeenth. What mark or writing is put upon land sold to show the sale of said land, in the Mount Salus land office?

Interrogatory eighteenth. Do the records of your office show that Samuel Gwin and George B. Dameron, or either of them owned, in November or December, 1832, the southeast one-fourth of section twenty-seven, and the northeast one-fourth of section thirty-four, township ten, range four east, or any half section of land in the neighborhood, or lying near the above-described land? If so, give the numbers of said land owned by them, and every particular.

Propounded June 18, 1834.

WILLIAM J. JONES, *Commissioner.*

STATE OF MISSISSIPPI, *Hinds County:*

Answers of Thomas L. Summeral to the interrogatories propounded to him by William J. Jones, commissioner appointed by the Senate of the United States, through their Committee on Public Lands:

Answer to the first interrogatory. In the course of a month or two I discovered a considerable quantity of tracts marked on the maps of the office, which, upon inquiry at the General Land Office, proved to be not sold. Of lands thus marked, I have detected as much as twenty-one eighths, the whole of which I believe have since been sold. And upon a late comparison of the maps with the tract books of the office, I have discovered about one hundred and thirty-six eighths of land marked on the maps as sold that are not tract.

Answer to the second interrogatory. As to the time the marks were made I cannot say, but believe they were nearly all made before I took possession of the office. As to the handwriting, or under whose time as register, I cannot say with any degree of certainty; however, I believe that from the great variety of appearances in those marks, many of them were made by other persons than those in charge of the office; a considerable quantity of them appear to be in the handwriting of Samuel Gwin, some in the handwriting of Geo. B. Dameron, and some in the handwriting of Gideon Fitz, and perhaps some in the handwriting of S. D. Hays; but as to the quantity of marks made by each one, it is, from their numerous appearances, impossible to determine.

Answer to the third interrogatory. I find in a copy of a letter, purporting the original to have been sent to the General Land Office, a list of marks found on the maps, which corresponding tracts had not been entered on the tract books, and appears to be dated March 5, 1832. As for what disposition Col. Gwin, who was then register, made of said lands when application was made for them, I do not know.

Answer to the fourth interrogatory. I believe the maps have been marked in many places indicating the lands to be sold, when in fact they were not sold; but what were the views of the officers that made such marks I do not know. The north one-half, east one-half, southwest one-quarter of section 36, township 6, range 2 west, when I came into office was marked Gwin; and, upon inquiry, Colonel Gwin told me that it was not sold, but that he had marked it for himself, intending, as soon as I should take my post, and did some time afterwards, enter said tract land. G. B. Dameron also marked the maps, which will be explained in my answer to interrogatory six.

Answer to the fifth interrogatory. I know of no such circumstance.

Answer to the sixth interrogatory. The east one-half, southeast one-quarter, and the west one-half, northwest one-quarter of section 12, township 7, range 3 west, and marked on the maps as sold when I took charge of said office. The reason why I permitted said lands to be entered without waiting to have instructions from the General Land Office is, that G. B. Dameron indicated to me that he had marked it for R. B. Powee, who he expected would enter it, and the said mark on the map does appear to be in the handwriting of G. B. Dameron. The said land was entered by R. B. Powee on the 22d November, 1833.

Answer to the seventh interrogatory. For my answer as to the mark, &c., see my answer to the fourth interrogatory. The said tract was entered by Samuel Gwin on the 10th of August, 1833; however, the receipt having been misplaced at that time, the entry was not closed until the 29th of the same month.

Answer to the eighth interrogatory. The west one-half, southeast one-fourth of section 20, and the north one-half, east one-half, northeast one-fourth, 29, both of township 7, range 3 west, were entered (as appears by the records of this office) on the 3d day of January, 1833. The east one-half, southeast one-fourth of section 17, and the south one-half, east one-half, southeast one-fourth of section 21, both of township 7, range 3 west, were marked sold, I think, before I came into office, but how they came marked I know not. I believe the mark on the east one-half, southeast one-fourth of section 17, is in the handwriting of George B. Dameron. Application has been made, and the money deposited on the two tracts last above named, and now waits instructions from the General Land Office.

Answer to the ninth interrogatory. I know nothing of said marks, except that I perceive by the books of the office that it was entered by J. Dunbar and David Hunt on the 24th of July, 1833, at which time George C. Dameron attended to my office in my absence. By whose hand the marks were made I cannot tell.

Answer to the tenth interrogatory. There are two or three eighths of land lying in sections ten and fifteen, in township five, range two west, near which I suppose the said steam saw-mill is situate, about which John B. Pittman and Alexander McKay had some contention, a part of which has since been entered by John B. Pittman and Samuel Gwin in copartnership, and a part by Alex. McKay. The balance contained in said interrogatory I cannot answer.

Answer to the eleventh interrogatory. According to the records of this office, the northwest one-quarter and west one-half, northeast one-fourth of section thirty-three, township seven, range two east, and the east one-half, southeast one-fourth, and east one-half, northwest one-fourth of section thirty-two, same township and range, were entered on the 28th of February, 1833, by Burrass Haley, at one dollar and twenty-five cents per acre.

Answer to the twelfth interrogatory. According to the records of the office, the southeast one-fourth of section 27, and the northeast one-fourth of section 34, both in township 10, range 4 east, were entered on the 11th September, 1833, at $1.25 per acre. I can neither tell who marked said tracts on the maps as sold, nor when they were marked; at the time said lands were entered I was part of the time confined with sickness, and was very seldom in the office. I never received any information relative to said entry until rehearsed by Ramsay Cox, whose testimony has been taken on the subject. I believe at the time the entry was made George C. Dameron superintended in my office.

Answer to thirteenth interrogatory. The north one-half, west one-half, northwest one-fourth of section 35, township 10, range 4 east, is marked sold on the maps, which entry cannot be found on the tract books, upon which Thomas Griffin has made a deposit to wait instructions from the General Land Office; the handwriting of said mark resembles that of Samuel Gwin. I have never received information on this subject from any person, save that from the testimony of Cox aforesaid.

Answer to the fourteenth interrogatory. I have been told by some person, but do not recollect by whom, that several *persons* had put private marks on certain tracts of land, as designated on the maps, which they intended at some future time to enter. I understood that Joseph Dunbar had thus marked the maps, but whether or not it was a privilege allowed by the register I do not know. The marks were made before I took charge of the office, but I cannot say who was the register at the time.

No answer to the fifteenth interrogatory.

Answer to the sixteenth interrogatory. I know of none.

Answer to the seventeenth interrogatory. Sometimes the purchaser's name is put upon the map to indicate the tract sold, but more commonly the letter S is put on the map for that purpose.

Answer to the eighteenth interrogatory. I know of none, nor do the records show any.

T. L. SUMMERAL, *Register Land Office, Mt. Salus, Mi.*

Sworn to and subscribed before me this 18th June, 1834.

A. B. SHELBY, *J. P.*

Avery Nolen, Burrass Haley, Robert Mathews, Thomas H. Williams, John McMorrough, Alexander McCoy, Robert McKay, John M. Evans, John A. Larer, Alfred Cox, Seneca Pratt, Samuel W. Dickson, James McLaran, John B. Pittman, Eli Garner, Patrick Shackey, John S. Gooch, Jacob Williams, Elisha Lott, Herrin Walker, Joseph D. Pubbs, Th mas L. Summeral, William T. Lindsey, Ramsey M. Cox, Rufus B. Powee.

DEPOSITIONS FROM LOUISIANA IN RELATION TO FRAUDS IN THE SALES OF THE PUBLIC LANDS.

WASHINGTON CITY, *September* 20, 1834.

DEAR SIR: Enclosed you will receive a commission authorizing you to take depositions in relation to frauds in the sales of public lands, if any shall have been committed, in any district in the State, coming within your knowledge, and the conduct of the officers authorized by law to superintend these sales.

I transmit to you also sundry resolutions passed by the Senate, instructing the Committee on Public Lands to investigate these matters, with power to send for persons and papers, and take depositions in cases where the witnesses reside at a distance, and their personal attendance cannot be had before the committee.

These resolutions will direct your attention generally to the objects concerning which the Senate desire to obtain evidence; but it may be useful to incorporate more particularly a specification of some points on which it may be in your power to procure and forward satisfactory testimony to the committee; premising, however, that reliance is placed on your own judgment and information touching the execution of the duty confided to you.

1st. We desire to obtain evidence as to the conduct of registers and receivers generally in the disposal of the public lands at public or private sale.

Have they demanded of the purchaser fees or compensation for the performance of their official duties not authorized by law?

Have they accepted a bonus in money or in the form of interest, for securing particular tracts of land to such purchasers as would comply with the terms prescribed to them in this respect?

Have they sold public lands at any time otherwise than for ready money; and if so, have they taken the promissory note of the purchaser, payable at a distant day, for the purchase money, and a separate note for interest in their own names and for their own benefit?

Have they marked any part of the public lands laid down on the maps of survey "sold," or in any other manner which designated the land as entered, when in fact the lands so marked had not actually been sold or entered?

Have they at any time been interested with speculators or others who became the purchasers of the public lands so marked, or shared with them the profits arising out of such purchases?

On this point, if you cannot obtain clear and direct testimony, it would be desirable to resort to strong circumstantial evidence tending to show any connection founded on interested motives between the speculators or other purchasers and the officers.

2d. Have combinations of speculators at any public sale of lands united for the purpose of driving other purchasers out of the market, and deterring poor men from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement and cultivation, and thereby taking into their own hands the control of the sales for their own benefit, and purchased all of the valuable lands at the minimum price of the government?

Have these speculators, after the public sales were closed, offered the lands so purchased by them for sale at augmented prices; and have these lands been purchased by persons attending the sales at the prices put on them by the speculators or their agents; and if so, what price per acre, estimating the highest and lowest qualities, did they receive for the lands so purchased?

Have these companies, or any of them, large bodies of lands now in the market, which they fraudulently purchased at one dollar and twenty-five cents per acre? And if so, what amount of land, according to the best estimate which may be made, yet remains undisposed of; and what is the price at which it is limited, including lands of the best quality and those of an inferior quality?

What would be a reasonable estimate of the loss sustained by the government at any public sale of lands within your district, in consequence of combinations of companies to purchase them at the minimum price?

Were the registers and receivers attending any such sale informed or had knowledge of the existence of such combinations or companies, and their object, and did they aid them in their fraudulent purposes; or did they, having such knowledge, interpose, in their official conduct or otherwise, to prevent the accomplishment of the purposes for which they had combined?

Have the registers and receivers manifested favoritism in the sale of the public lands at private sale, where two or more persons made application to purchase or enter any particular tract of land; and if so what were the circumstances under which their partiality was so manifested?

Have the receivers of the public moneys, or any of them, been at any time detected in speculating on the funds paid into their offices, by selling at a premium bank notes of the Bank of the United States, or other currrent bank paper, for bank notes not current at par, but which were made receivable for public lands, and then depositing these uncurrent bank notes in the deposit bank, selected by the Secretary of the Treasury, in lieu of the current notes thus sold at a premium?

Where companies or combinations of speculators in public lands may be known to you, it will be important as far as practicable to ascertain and certify their names, and the name or names of their agents, and also the State in which the company may have been formed.

These interrogatories may, and no doubt do fall far short of covering all the fraudulent practices of many officers authorized to superintend the sales of the public lands; I therefore wish you distinctly to understand that they are not to limit the scope of your investigations, but that you will extend your inquiries and take testimony on all subjects which you may deem essential to the public interest, or to the development of illegal or fraudulent practices at any land office within your district or State.

The committee rely confidently on your patriotic exertions in carrying into effect the investigations which they are instructed to make by the Senate.

You will receive a suitable compensation for your services when they shall have been completed, and the witnesses who may attend to give their evidence will be allowed the usual mileage and daily pay which is given in the highest courts of law within your State.

Before taking the testimony of any witness, you will make out such interrogatories as you may deem proper to draw from the witness all that he may know on the points to which you may desire his testimony.

If in making these interrogatories you deem it necessary to employ counsel to assist you by legal advice, you are authorized to do so; and such counsel will be paid a reasonable fee for his services on your certificate.

It is not expected that you are to give notice to any of the time and place which you may appoint to take depositions, nor will any person be permitted, either as principal or counsel, to interfere with you in the performance of your duty, but you may, at your option, furnish any officer who may reside within a convenient distance with a copy of any deposition which may implicate his official conduct. This, however, is submitted entirely to your own discretion.

In all cases where a witness may be examined who is not generally known, you will take care to forward satisfactory testimony of his character for truth and veracity.

You will cause the depositions to be certified by the judge or justice of the peace before whom they are taken, with the attestation of the clerk of the court under seal, that such judge or justice is duly appointed and qualified according to the constitution and laws of the State.

I have the honor to be your obedient servant,

GEO. POINDEXTER, *Chairman of the Committee on Public Lands,*
Per WM. BURNS, *Clerk to Committee.*

IN SENATE OF THE UNITED STATES, *March* 5, 1834.

Resolved, That in the prosecution of their inquiries the Committee on Public Lands have power to send for persons and papers, to take depositions, and to examine witnesses before them on oath, touching the matters aforesaid. The committee consists of Messrs. Poindexter, Moore, Prentiss, McKean and Clay.

Attest: WALTER LOWRIE, *Secretary.* [L. S.]

IN SENATE OF THE UNITED STATES, *June* 30, 1834.

Resolved, That the chairman of the Committee on Public Lands be authorized during the recess of Congress to proceed in the investigations of the alleged frauds in the sale of the public lands, commenced during the present session, by issuing commissions to take depositions in relation to such frauds, and the conduct of the officers appointed to superintend said sales by law, directed to such persons in the several land districts as he may select for the purpose; and also that he be authorized to extend said interrogatories into the conduct of the commissioners or agents appointed by the President to locate the Indian reservations under the treaties with the Creeks, Choctaws and Chickasaws, and the frauds, if any, which may have been committed in the purchase or sale of said reservations; and the testimony so taken shall be reported to the next session of Congress. The honorable George Poindexter, senator of the United States from the State of Mississippi, is chairman of the Committee on Public Lands.

Attest: WALTER LOWRIE, *Secretary.* [L. S.]

United States of America, to E. K. Wilson, Esq., of the parish of Ouachita, State of Louisiana, greeting:

Know you that the Committee of the Senate of the United States on Public Lands, reposing entire confidence in your prudence and fidelity, have appointed you, and by these presents do give you full power and authority diligently to examine all such witness or witnesses as you may think proper, upon interrogatories to be exhibited by you, touching the perpetration of any frauds in the sales of the public lands of the United States, if any shall have been committed in any district in the State of Louisiana, and also touching the conduct of any officer or officers of the said United States charged or authorized by

law with the conduct, direction, management, or superintendence of said sales. We, therefore, authorize and empower you, first having yourself taken an oath before some judge or justice of the peace authorized by law to administer an oath, that you will well, fully and faithfully execute this commission, and reduce to writing the deposition of such witness or witnesses as you may examine as aforesaid; and cause to be administered to such witness or witnesses respectively an oath, that they will true, full, and perfect answers make to all and singular the said interrogatories; and reduce the answers of the said witness or witnesses respectively to writing; and when you shall have completed the same, to transmit the same, under your hand and seal, carefully closed up, to the Chairman of the Committee on Public Lands of the Senate of the United States.

By order of the Committee on Public Lands of the Senate of the United States, this twentieth day of September, 1834.

GEORGE POINDEXTER,
Chairman of the Committee on Public Lands, Senate of the United States.

NATCHEZ, *November* 10, 1834.

DEAR SIR: I am instructed by the honorable George Poindexter, chairman of the Committee on Public Lands of the Senate of the United States, to enclose to you a commission to take depositions in relation to frauds in the sales of the public lands, together with his letter of instructions on the subject.

Your prompt attention to this matter is requested, in order that the Committee of the Senate on Public Lands may be enabled to make their report as early in the ensuing session of Congress as practicable.

You will please acknowledge the receipt of the commission, &c.

Very respectfully, your most obedient servant,

WILLIAM BURNS, *Clerk to the Committee.*

E. K. WILLSON, Esq.

STATE OF LOUSIANA, *Parish of Ouachita:*

I, Ephraim K. Willson, do hereby solemnly swear that I will, to the best of my abilities, faithfully execute and perform all the duties imposed on me by a commission confided to me by the Committee on Public Lands in the Senate to take the testimony touching the conduct of the officers in the land office department in the State of Louisiana; which commission bears date the twentieth day of September A. D. one thousand eight hundred and thirty-four.

E. K. WILLSON.

Sworn to and subscribed before me this 1st day of December, A. D. 1834.

LEWIS F. LAMY, *Parish Judge.*

STATE OF LOUISIANA, *Parish of Ouachita, set:*

I, H. Bry, do hereby solemnly swear that I will, to the best of my ability, faithfully execute and perform all the duties imposed on me by a commission confided to me by the Committee on Public Lands in the Senate of the United States, to take testimony touching the conduct of the officers in the land offices in the State of Louisiana; which commission bears date the twentieth day of September, A. D. one thousand eight hundred and thirty-four.

H. BRY.

Sworn and subscribed before me this 1st day of December, A. D. 1834.

STATE OF LOUISIANA, *Parish of Ouachita:*

To William P. Snow, Esq., Justice of the Peace in and for the parish of Ouachita, State of Louisiana, greeting:

Know you, that reposing special confidence in your integrity and provident circumspection, you are hereby required to cause to come before you John M. A. Hamblin, Esquire, and the honorable John H. Overton, and examine on the Holy Evangelist of Almighty God, in answer to the several interrogations hereto annexed; and after having them signed respectively, after reducing said answers to writing, certify the same officially, and send them carefully enclosed to us at Monroe, together with this commission.

Given under our hand this fifth day of December, 1834.

H. BRY,
E. K. WILSON,
Commissioners appointed by the Committee of the Senate of the United States on Public Lands.

MONROE, *December* 3, 1834.

DEAR SIR: Believing that it might be satisfactory to you, we enclose copies of the interrogatories to be put to the persons therein named, in some cases relative to your office, which we are commissioned to inquire into. Some of these interrogatories will be sent to Alexandria by first opportunity, probably by mail, leaving here on 5th inst., directed to Judge Johnston, who is commissioned to that effect.

We remain, very respectfully, yours, &c.,

H. B.
E. K. W.

JOSEPH FRIEND, Esq., *Receiver of S. M. Monroe.*

The following are interrogatories to be propounded to John M. A. Hamblin, Esquire, register at the land office at Monroe, in pursuance of a commission directed to us from the Committee of the Senate of the United States on Public Lands:

First. At what time did Joseph Friend enter on the duties of the office of receiver of public moneys for the land district north of Red river?

Second. Did you not about that time make a purchase of a tract of land at a public land sale at one dollar and seventy-five cents per acre; and when you came to pay the money for it the next morning, or

the same evening, was it not offered to you by the receiver, Joseph Friend, at one dollar and twenty-five cents, to which you objected, and paid, after causing the receipt made out for one dollar and twenty-five cents to be altered to one dollar and seventy-five cents? If not, state what were the circumstances of the case; and did you not pay for yours previous to the next day's sale?

Third. On the same day did or did not H. Pargond purchase two quarter sections of land in Bunch's bend, on the Mississippi river, said to be very valuable, at six dollars or upwards; and does or does it not appear on the books as having been sold previous to yours, to Joseph M. Patten, at one dollar and twenty-five cents per acre?

Fourth. Was not Joseph M. Patten, the brother-in-law of C. F. Morehouse, the then register, and a friend of the receiver?

Fifth. Do you or not know that C. F. Morehouse, the then register, was suffered to enter a tract of land which is very valuable, a short distance above the town of Monroe, without it ever having been offered for sale, and when he had no claim to a pre-emption, or at least none was established?

Sixth. Do you or do you not find that many applications and certificates given by you to persons wishing to purchase lands, are not entered on the receiver's books as entered until a succeeding quarter?

Seventh. Is or is not the receiver, Joseph Friend, often gone from his office, and even from the parish for some weeks at a time, on other business than that of making his deposits of public moneys?

H. BRY,
E. K. WILSON,
Commissioners appointed by the Committee of the Senate of the United States on Public Lands.

STATE OF LOUISIANA, *Parish of Ouachita:*

In pursuance of a commission to me directed, from the Hon. Henry Bry and Ephraim K. Wilson, commissioners appointed by the Committee of the Senate of the United States on public lands, have this day caused Dr. John M. A. Hamblin to appear before me at his bedside, at his residence on the bayou de Laird, in said parish; and after having duly sworn him upon the Holy Evangelist of Almighty God, according to law, to answer the several interrogatories propounded to him by the said commissioners, and annexed to the said commission in relation to the sales of the public lands, &c., at the land office at this place, deposeth and saith as follows, to wit:

To the *first interrogatory*, he says, Joseph Friend entered on the duties of his office a few days previous to the 25th of November, 1830.

To the *second*, he says, yes; he did purchase a tract of land at the land sales in November, 1830, for which he bid one dollar and seventy-five cents per acre; and by an arrangement made with the receiver, Joseph Friend, he was to call on his, deponent's merchant, H. Pargond, for the purchase money in the event of his, deponent, not returning the next morning before the opening of the land sales. The next morning deponent called on the receiver between 9 and 10 o'clock A. M., and asked if Mr. Pargond had paid him. He replied, yes, and went to his desk and drew from a pigeon hole a receipt, made out and signed. When deponent came to examine the receipt, he found it had been made out for one dollar and twenty-five cents per acre; not doubting but what it was an oversight, he pointed to the mistake and gave it back to the receiver, who examined it for a moment, as he presumed, to see if it could be altered without too much erasure, when he tore off his name, walked to his desk, and made a new calculation on the back of the old receipt, and proceeded to fill up a new one. When he came to the price per acre, he again inserted $1.25 instead of $1.75; when deponent remarked to him that he was making the same mistake. Receiver then made a seven of the two, and carried out the amount at one dollar and seventy-five cents per acre.

To the *third*, he says, yes; he believes Mr. Pargond did purchase two lots of land on the Mississippi river, situate in Bunch's bend, for something upwards of six dollars per acre: and that he believes them to be the same lots that stand charged to Joseph M. Patten at one dollar and twenty-five per acre; and that they stand on the record as having been paid for previous to deponent's lot, as mentioned in his answer to the second interrogatory.

To the *fourth*, he says, yes.

To the *fifth*, he says, the register, C. F. Morehouse, did purchase at private entry a small tract of land a short distance above Monroe, containing about 45 or 50 acres. Deponent further states that he presumes the township in which said land was situate had been offered for sale, but whether the particular lot entered by the register had been offered for sale or not he is unable to say.

To the *sixth*, he says, yes. And for further answer, he says that it has been sometimes done for the purpose of enabling them to make up their returns so as to meet the earliest mail.

To the *seventh*, he says, yes; he frequently attends the district courts in the parishes of Claiborne and Carroll as a lawyer, but always leaves blanks signed with some one of his friends. Deponent further states that he does not know that the business of the office has suffered very materially by his absence.

JNO. M. A. HAMBLIN.

STATE OF LOUISIANA, *Parish of Ouachita:*

I, William P. Snow, justice of the peace in and for said parish, do hereby certify that the foregoing answers were taken, written down, sworn to, and subscribed before me, as above stated.

In testimony whereof, I have hereunto signed my name and affixed my private seal, having no public seal of office, on this 19th day of January, A. D. 1835.

WM. P. SNOW, *Justice of the Peace.* [L. S.]

STATE OF LOUISIANA:

I, the undersigned, secretary of state, do hereby certify to all whom it may concern, that Wm. P. Snow, whose signature is affixed to the foregoing document, is now, and was at the time of signing the same, a justice of the peace in and for the parish of Ouachita; that to all acts by him so signed, full faith and credit are and ought to be given; and further, that his attestation at the foot of said document is in due form of law.

In testimony whereof I have hereunto set my hand and affixed the seal of the State, at the city of New Orleans, this seventh day of February, in the year of our Lord eighteen hundred and thirty-five, and of the independence of the United States the fifty-ninth.

MARTIN BLACHE, *Secretary State.* [SEAL.]

The following are interrogatories to be propounded to the honorable John H. Overton, of the town of Monroe, in pursuance of a commission directed to us from the Committee of the Senate of the United States on Public Lands:

First. Have you made, within the last two years, any purchases of United States land in the land district north of Red river, in the name of yourself and Richard Winn; and if so, was or was not Joseph Friend, the receiver, to have one-third of those lands for his services on the entry; and if not, what was the contract with him, yourself, and Richard Winn?

Second. Was not this land entered in township No. 18 range No. 13 east, and did or did not the quantity so entered exceed twenty-six hundred acres?

Third. How was this land paid for? Was it paid for in money, a draft, or in notes; and if either of the latter, at what time payable?

Fourth. Was payment made on the day that the receipt was given; and if not, at what time was it made?

Fifth. Was there or was there not an agreement with the receiver that he should send on to the office of the surveyor general and get the diagram of the township No. 18, and that you could immediately on the receipt of it enter the land; and did he not write for it, or did he not tell you so? Please state all you know of this matter.

Sixth. Had there not been a previous application presented to the receiver for the land entered by yourself and Richard Winn, or by Richard Winn, and have you not heard the receiver say so? State what you have heard him say on the subject, as far as you can recollect.

Seventh. Does or does not Joseph Friend, the receiver, now own, unless he has sold it, the one-half of about two thousand six hundred and sixty-three acres of land in township No. 18, in range No. 13 east, which was entered in the name of yourself and Richard Winn, and the one-half of something upwards of two thousand acres entered in the name of Richard Winn; the first from your own knowledge, and the latter from what he has told you.

H. BRY,
E. K. WILLSON,
Commissioners appointed by the Committee of the Senate of the United States on Public Lands.

STATE OF LOUISIANA, *Parish of Ouachita:*

Henry Bry and Ephraim K. Willson, Esqrs., inhabitants of said parish, in pursuance of a commission from the Committee of the Senate of the United States, have made out and tendered to the undersigned, of the same parish, the interrogatories subjoined. Nothing but a sense of sheer justice to another could induce him to answer. Being sworn according to law, he answers as follows:

To the *first interrogatory*, he says: In May last, having previously understood that township 18, range 13 east, contained good lands in its interior, and was subject to private entry, I engaged S. W. Maddox, of this parish, in consideration of one-third of the good land that should be entered upon his information, to go over and examine it. Before his return, and I believe a very short time after his departure, in a conversation with Joseph Friend, the receiver of public moneys at this place, I learned from him that he had funds of Richard Winn, of Alexandria, subject to his order for the purchase of lands. I proposed to him that I would embark my little means with Winn's, at hazard, my information of the position of the good lands being too vague to risk alone, if he would engage that Winn would take two-thirds of the whole purchase, leaving me an interest of one-third only. It was agreed to: accordingly I purchased in the name of Overton and Winn, in township 18, range 13 east, on the 14th of May last, fractional section 56, containing $426\frac{46}{000}$ acres, at $1.50 per acre; east one-half of section 58, containing 320 acres, at $1.25 per acre; fractional section 57, containing $327\frac{76}{100}$ acres, at $1.50 per acre; and section 61, containing $642\frac{80}{100}$ acres, at $1.50 per acre; H. Pargond, of this place, bidding against me for fractional section 56, 57, and section 61. On the day following, 15th May, 1834, I purchased in the like manner fractional section 50, containing $254\frac{36}{100}$ acres, at $1.25; fractional section 51, containing $614\frac{56}{100}$ acres, at $1.25. And on the day succeeding, the 16th May, 1834, I purchased in the same way the east half of northeast quarter of section 55, containing $80\frac{35}{100}$ acres, at $1.25. I paid for one-third of the lands purchased as before mentioned, it being my interest in the same, in *cash*, on the day the receipt bears date, to wit, on the 14th, 15th and 16th of May, 1834. Of the kind of money I have only this recollection, (and perhaps I should not have recollected thus much had it not have been for some circumstances connected with the particular bill paid,) that one of the notes was a $1,000 note on the United States Bank, given me by Charles Pipes, of this parish, to pay his installment to the bank at Avoyelles, which I used, subsequently replaced, and paid over according to his wishes. The deponent further answering, declares that there never was any *contract*, covenant, or agreement between himself and Joseph Friend, the receiver, by which the said Friend was to have one-third of the lands for services, or any part or portion of the same. That there was never any contract between them, unless the arrangement spoken of in the preceding part of the answer to this interrogatory may be construed to be one.

To the *second interrogatory*, he answers, that the lands entered in the name of Overton and Winn, are situated in township 18, range 13 east, and estimated (exclusive of $626\frac{17}{100}$ acres purchased on the 1st of August afterwards, and mentioned in his answer to the fifth interrogatory) to contain 2,666 acres and $\frac{23}{100}$ of an acre.

To the *third*, he answers, that one-third of the purchase money, the price of his interest, was paid in cash as before-mentioned; the balance, he understood, was paid over by Richard Winn, to the receiver, Joseph Friend, on his way through Alexandria to New Orleans, for the purpose of making his deposits, but of this he has no personal knowledge.

To the *fourth*, he has answered in his answers to the first and preceding interrogatory.

To the *fifth*, he answers, that about the date of the entries spoken of in the answer to the first interrogatory, he made application in the name of Overton and Winn for the northwest quarter and south half of the northeast quarter of section 62, containing $234\frac{2}{100}$ acres, lots five, six and seven of section 49, containing $74\frac{19}{100}$ acres, and the south half of fractional section 48, containing $317\frac{99}{100}$ acres, which the register declined selling unless subdivided by the surveyor general. Having heard in my acquaintance with the land officers of instances of private individuals procuring from the surveyor general regularly certified plats, having the particular fractional sections subdivided so as to enable them to purchase

less quantities, and bring or send them to the register, and make the purchase accordingly; *in perfect good faith* I applied to Col. Friend, not in his character as an officer of the government, to write for me, as he had some acquaintance with the surveyor general and I had none, for a plat of the fractional sections, subdivided so as to enable me to purchase the lots already applied for. He did so; I mailed the letter a few days after at Alexandria, on my way to Oppelousas. On the return of deponent about the latter end of June or first of July, or shortly afterwards, the answer of the surveyor general, covering the plat containing the subdivisions of those fractional sections and two or three others, perhaps, into which the back pre-emptions had run, was handed me by Col. Friend; and on the first day of August I went to the register's office with the plat, to purchase the lots before applied for. Mr. Pargond having also applied to purchase the same lots, was notified by the register, but declined buying, when they were sold to this deponent and Richard Winn, at the minimum price, $1.25 per acre. This plat of a few fractional sections in the interior of the township, is the only plat, or map, or *diagram* of township 18, range 13 east, or any other township that I have ever applied for to the surveyor general, through Col. Friend or any other person, and I suppose is alluded to in the interrogatory as being *the diagram of the township No.* 18.

To the *sixth interrogatory*, he answers and says, that he has no personal knowledge upon the subject. He understood that there had been an application for fractional section 50, he thinks; saw the individual who was said to have applied, had a conversation with him, and heard the receiver say he had not the money to make the purchase.

To the *seventh interrogatory*, he answers and says, that he knows nothing of his own knowledge, in relation to the interest of Joseph Friend, the receiver, in the lands purchased by Winn and himself. He has heard Col. Friend say that he is the owner of one-half of the lands in township 18, range 13 east, entered in the name of Richard Winn, for which he has obligated himself for the half of the purchase money, with interest thereon at ten per centum per annum until paid; payable, if I am not mistaken, on the sale of the lands. The quantity he does not know.

J. H. OVERTON

STATE OF LOUISIANA, *Parish of Ouachita:*

I, William P. Snow, justice of the peace in and for said parish do hereby certify, that by virtue of a commission to me directed, from the honorable Henry Bry and Ephraim K. Wilson, commissioners appointed by a Committee of the Senate of the United States on Public Lands, have caused the Hon. John H. Overton to appear before me at my office in the town of Monroe, on this day, who answered the several interrogatories propounded to him by the said commissioners, and annexed to the said commission as above stated; and that the answers were taken down, sworn to, and subscribed before me, as therein stated.

In testimony whereof, I have hereunto signed my name and affixed my private seal, having no public seal of office, on this 12th day of January, A. D. 1835.

WM. P. SNOW, *Justice of the Peace.* [L. S.]

STATE OF LOUISIANA:

I, the undersigned, secretary of state, do hereby certify to all whom it may concern, that Wm. P. Snow, whose signature is affixed to the foregoing document, is now, and was at the time of signing the same, justice of the peace in and for the parish of Ouachita; that to all acts by him so signed, full faith and credit are and ought to be given; and further, that his attestation at the foot of said document is in due form of law.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, at the city of New Orleans, this seventh day of February, in the year of our Lord eighteen hundred and thirty-five, and of the independence of the United States the fifty-ninth.

MARTIN BLACHE, *Secretary of State.*

THE STATE OF LOUISIANA, *Parish of Ouachita.*

To A. J. Lowry, a justice of the peace in and for the parish of Carroll:

Know you, that trusting to your fidelity and provident circumspection, you are hereby authorized and required to cause to come before you Honora P. Morancy, Robert Ford, and William R. Hynes, citizens of your said parish, and after having sworn them on the Holy Evanglist of Almighty God, cause them to answer, on oath, the interrogatories hereto annexed; and after reducing the said answers to writing, and causing the persons so interrogated to sign the same, send them carefully enclosed to me at Monroe, together with this commission. Given under my hand this twenty-third day of December, in the year 1834.

E. K. WILLSON,
Commissioner appointed by the Committee on Public Lands of the Senate of the United States.

The following is the interrogatory propounded to Honora P. Morancy, of the parish of Carroll, in the State of Louisiana, in pursuance of a commission directed to me by the Committee of the Senate of the United States on Public Lands; also to be propounded to Robert Ford and William Hynes, of same place:

Interrogatory. What do you know of the conduct of the receiver of public moneys at Ouachita, Louisiana, in regard to the sale, and his previous representations of the situation of township number 18, in range number 13 east, in the parish of Carroll?

E. K. WILLSON,
Commissioner appointed by the Committee of the Senate of the United States on Public Lands.

STATE OF LOUISIANA, *Parish of Carroll:*

In pursuance of a commission to me directed by Ephraim K. Willson, commissioner appointed by the Committee on Public Lands of the Senate of the United States, I caused Honora P. Morancy, of the above named parish, to appear before me, who, having been duly sworn, answers as follows to the above interrogatory:

Some time in the fall of 1833, I was at Monroe, Louisiana, and inquired of Joseph Friend if the lands in township 18, range 13, were subject to entry. He replied they were not. That the commissioners had no plat of the same, excepting the plat of the *front lots*. That he believed the former commissioners had offered that township at public sale, but that the sale was illegal, and he could not permit any entries to be made in that township at that time; that it would be necessary that said township should be previously offered at public sale, according to law, before he could be authorized to permit any private entry. I saw Joseph Friend again in December of the same year, and conversed with him on the same subject, observing to him that I was desirous of making some entries in that township, and that if he should change his determination, and permit those lands to be entered at private sale at a future time, without advertising, that as I lived at a great distance from the office I would not know it in time. He observed to me that I need not give myself any uneasiness on that subject; that he could by no means permit any private entries in that township, and that it was his determination to write shortly to the General Land Office, for the purpose of having the said township included in the very first proclamation of the President that would be issued for the sale of lands in his district.

H. P. MORANCY.

Sworn and subscribed to before me this twenty-fifth day of December, 1834.

A. J. LOWRY, *Justice of the Peace in and for the Parish of Carroll.*

Wm. R. Hynes, jun., and Robert Ford, not knowing anything relative to entering the lands prejudicial to the receiver, their deposition was not taken.

A. J. LOWRY, *Justice of the Peace.*

STATE OF LOUISIANA:

I, the undersigned, secretary of state, do hereby certify to all whom it may concern, that A. J. Lowry, whose signature is affixed to the foregoing document, is now, and was at the time of signing the same, justice of the peace in and for the parish of Carroll; that to all acts by him so signed full faith and credit are due and ought to be given; and further, that his attestation at the foot of said document is in due form of law.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State, at the city of New Orleans, this seventh day of February, in the year of our Lord eighteen hundred and thirty-five, and of the independence of the United States the fifty-ninth.

MARTIN BLACHE, *Secretary of State.* [SEAL.]

STATE OF LOUISIANA, *Parish of Ouachita:*

To William P. Snow, Esq., justice of the peace in and for the parish of Ouachita, State of Louisiana, greeting:

Know you, that, trusting to your fidelity and provident circumspection, you are hereby authorized and empowered to cause to come before you Hypolite Pargond, and on the Holy Evangelist of Almighty God to be sworn to give true and perfect answers to the interrogatories hereto annexed, and after having them reduced to writing and signed by him, and certified by you, under your hand and seal of office, send them carefully enclosed to us at Monroe. Given under our hands and private seals, having no public one, this tenth day of December, 1834.

H. BRY, [L. S.]
E. K. WILLSON, [L. S.]
Commissioners appointed by the Committee of the Senate of the United States on Public Lands.

The following are interrogatories to be propounded to Mr. Hypolite Pargond, of the parish of Ouachita, and State of Louisiana, in pursuance of a commission directed to us by the Committee of the Senate of the United States on Public Lands:

First. Did you or did you not purchase at public sale, in the fall of 1830 or 1831, one or two quarter sections of land on the Mississippi river, in Bunch's bend, and were they not numbered as lots Nos. 17 and 18 in township No. 22, range 12 east; and did you not bid for the said land six dollars and one-half per acre; and if not that sum, what did you bid?

Second. Did you, from information or otherwise, learn that some person was living on said land, and bid for it himself, or some person bid for him?

Third. Did you forfeit your bid, or did you agree that Joseph M. Patten should have the benefit of your bid; or did he not take your bid off your hands?

Fourth. If this arrangement was not made, what was the arrangement by which Mr. Patten got the land? State fully the whole arrangement.

Fifth. Is not Joseph M. Patten living on the land yet; and is not the land reputed to be worth thirty dollars or upwards per acre?

Sixth. Was or was not the arrangement which you made with Mr. Patten understood by the then register, C. F. Morehouse, and the receiver, Joseph Friend?

Seventh. State all you know about that matter.

Eighth. If Patten had not taken your bid, and agreed to pay for it at the price that you bid, would you not have taken it?

H. BRY,
E. K. WILLSON,
Commissioners appointed by the Committee of the Senate of the United States on Public Lands.

STATE OF LOUISIANA, *Parish of Ouachita:*

In pursuance of a commission, to me directed, from the honorable the commissioners, Henry Bry and Ephraim K. Wilson, appointed by the Committee of the Senate of the United States on Public Lands, I have caused Mr. Hypolite Pargond to appear before me, at my office, in the town of Monroe, and after having duly sworn him upon the Holy Evangelist of Almighty God, according to law, to answer the several interrogatories propounded to him by the said commissioners, in relation to the sales of public lands, &c., at the land office at this place, deposeth and saith as follows, to wit:

To the *first interrogatory*, he says, that he did purchase at the land sales, he thinks in the fall of 1830, one or two lots of land on the Mississippi river, situate in Bunch's bend; but as to the numbers of the lots, the township and range, he does not recollect; and further, he says he does not recollect exactly the amount he bid per acre, but thinks it was over five dollars.

To the *second*, he says, he thinks he was informed while he was bidding for said land, that some person lived on it, but does not know that the person then living on said land bid for it through any other person, nor by himself.

To the *third*, he says, no; he did not forfeit his bid, but did agree with Mr. Joseph M. Patten, in the presence of the register, C. F. Morehouse, and the receiver, Joseph Friend, that he, Patten, should have the benefit of his bid, to which Patten agreed, and took the bid off his hands.

To the *fourth*, he says, he has answered this interrogatory in his answer to the third; and for further answer he says, Joseph M. Patten did forfeit the bid, and that he, deponent, complained very much to Patten about it, and told Patten if he had known he would have forfeited the bid, he should not have had the land. Patten then told deponent he need not complain about it, for his (deponent's) name was not known in the transaction at all, as deponent's name was erased, and his, Patten's name put in the place of it.

To the *fifth*, he says, he believes that he does live on the same land; as to the value of said land he is unable to say.

To the *sixth*, he says, yes; the register, C. F. Morehouse, erased his name and wrote Patten's in the place of it, which was done in the presence of the receiver, Joseph Friend.

To the *seventh*, he says, he has answered all he knows on the subject.

To the *eighth*, he says, yes.

H. PARGOND.

STATE OF LOUISIANA, *Parish of Ouachita:*

I, William P. Snow, justice of the peace in and for said parish, do hereby certify that the foregoing answers were taken, written down, sworn to, and subscribed before me, as above stated.

In testimony whereof, I have hereunto signed my name, and affixed my private seal, having no public seal of office, at my office, in the town of Monroe, on this 20th day of December, A. D. 1834.

WM. P. SNOW, *Justice of the Peace.* [L. S.]

STATE OF LOUISIANA.

I, the sundersigned secretary of tate, do hereby certify to all whom it may concern, that W. P. Snow, whose signature is affixed to the foregoing document, is now and was at the time of signing the same justice of the peace in and for the parish of Ouachita; that to all acts by him so signed full faith and credit are and ought to be given; and further, that his attestation at the foot of said document is in due form of law.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the State, at the city of New Orleans, this seventh day of February, in the year of our Lord one thousand eight hundred and thirty-five, and of the independence of the United States of America the fifty-ninth.

MARTIN BLACHE, *Secretary of State.* [SEAL.]

To William Lumpkin of Hinds County, Mississippi, greeting:

By virtue of the power in me vested by the Senate of the Congress of the United States of America, I hereby authorize and command you to summon William Bedwords, James McLarer, William Corgale, William C. Despass, Herrin Walker, G. C. Porter, and John H. Ripler, of the county of Hinds, and State of Mississippi, to be and personally appear before me, on the 10th day of January, A. D. 1835, at my office, in the town of Raymond, Hinds county, and State aforesaid, then and there to be propounded all such facts as he may know, touching any malpractice on the part of the several registers and receivers of the several land offices in the State aforesaid; also touching any fraud or corruption that may have been practiced in the recent sale of public lands in this State.

Given under my hand and seal this 22d day of December, A. D. 1834.

ROBERTSON A. CARLOSS, *Commissioner.* [SEAL.]

To R. J. Townes, of Hinds County, Mississippi, greeting:

By virtue of the power in me vested by the Senate of the Congress of the United States of America, I hereby authorize and command you to summon David Slay, of the county of Hinds, and State of Mississippi, to be and personally appear before me, on the 22d day of December, A. D. 1834, (inst.) at my office in the town of Raymond, in Hinds county, and State aforesaid, then and there to discover on oath, in answer to interrogatories to be propounded, all such facts as he may know, touching any malpractice on the part of the several registers and receivers of the several land office in the State aforesaid; also touching any fraud or corruption that may have been practiced in the recent sale of public lands in this State.

Given under my hand and seal this 22d day of December, A. D. 1834.

R. A. CARLOSS, *Commissioner.* [SEAL.]

To William Lumpkin, of Hinds County, Mississippi, greeting:

By virtue of the power in me vested by the Senate of the Congress of the United States of America, I hereby authorize and command you to summon Wm. A. Hardwick, John Palmer, Patrick Sharkey, and

Frederick Spann, of the county of Hinds, and State of Mississippi, to be and personally appear before me on the 10th day of January, A. D. 1835, at my office in the town of Raymond, in Hinds county, and State aforesaid; then and there to discover on oath, in answer to interrogatories to be propounded, all such facts as he may know touching any malpractice on the part of the several registers and receivers of the several land offices in the State aforesaid; also touching any fraud or corruption that may have been practiced in the recent sale of public lands in this State.

Given under my hand and seal this 22d day of December, A. D. 1834.

ROBERTSON A. CARLOSS, *Commissioner.* [SEAL.]

To James R. Wright, of Clairborne County, Mississippi, greeting:

By virtue of the power in me vested by the Senate of the Congress of the United States of America, I hereby authorize and command you to summon Doct. Edward Lee, Henry T. Irish, Esq., B. F. Stockton, Doct. James P. Parker, and John B. Thrasher, to be and personally appear before me at the office of James Maury, Esq., in the town of Port Gibson, in the county of Claiborne, and State aforesaid, on Saturday, the 27th day of December, A. D. 1834, then and there to discover on oath, in answer to interrogatories to be propounded, all such facts as they may know touching any malpractice on the part of the several registers and receivers of the several land offices in the State aforesaid; also touching any fraud or corruption that may have been practiced in the recent sale of public lands in this State.

Given under my hand and seal the 24th day of December, 1834.

ROBERTSON A. CARLOSS, *Commissioner.* [SEAL.]

Doct. Lee and Major B. F. Stockton know nothing in relation to the land offices of Mississippi; they could testify concerning the land offices in Louisiana. Mr. Thrasher was absent from home; his testimony and Doct. Parker's would be the same.

R. A. CARLOSS.

Interrogatories propounded to John Maxwell, Henry T. Irish, David Slay, Stewart McRaven, and J. P. Parker, by R. A. Carloss, under a commission from the chairman of the Committee on Public Lands of the Senate of the United States, in relation to alleged frauds in the sales of the public lands:

Interrogatory first. Did you or did you not attend the sales of the public lands held at Chocchuma, in the State of Mississippi, on the 21st day of October, 1833, at any time during the continuance of said sales?

Interrogatory second. If yea, please state whether you became the purchaser of any lands of the United States at said sales, what number of acres, and at what prices?

Interrogatory third. Did you make such purchases on your own individual account, or in partnership with others?

Interrogatory fourth. If the purchases were made in partnership with other persons, please subjoin to your answer to this interrogatory a full and fair copy of the articles of agreement under and by virtue of which said purchases were made.

Interrogatory fifth. Did you, in bidding for the public lands, represent any company or companies of speculators? And if so, state the names of the persons composing said companies, the agent or agents of said companies, designating the State in which such company was formed.

Interrogatory sixth. Did or did not all of said companies combine for the purpose of purchasing all the valuable lands then offered for sale for their own exclusive benefit, granting only the privilege to actual settlers to purchase, at the minimum price of the government, one-eighth or a quarter section of land, including their improvements; and did not an agent of the combination, or of some one of the companies, in most instances, bid off each eighth or quarter section of land, and afterwards transfer the certificate to the person settled on it, provided payment was made for the land during the same day?

Interrogatory seventh. Were there any actual settlers who bid for other lands at these sales, after he had obtained the eighth or quarter section on which he had made his settlement or improvement? And if so, please to state the name of the person who bid under such circumstances.

Interrogatory eighth. What number of acres of public land did the whole of said companies purchase at said sales; and how was it divided between them after the sales were closed?

Interrogatory ninth. Did or did not the companies, after the public sales were closed, open an auction for the lands which they had purchased, at which all who thought fit were permitted to bid, thereby creating a competition for their mutual benefit?

Interrogatory tenth. Did the register and receiver demand payment according to law from the companies of speculators for the whole of the lands purchased by them and each of them; or was not the payment in some cases, OR IN ALL, postponed until the sales were closed, and the subsequent sales were made by said companies on their own account?

Interrogatory eleventh. Did the register and receiver accept, in lieu of money or bank notes, bills of exchange on some mercantile house in Natchez or New Orleans, or elsewhere, in payment for public lands purchased at said sales by said companies of speculators, or any of them? If so, state what amount was so offered and accepted, and on what terms.

Interrogatory twelfth. Was the register or receiver, or either of them, interested with said companies of speculators, or either of them, in the lands purchased at said sales, either directly or in the name of some other person?

Interrogatory thirteenth. Did not the combination of speculators stipulate with Samuel Gwin, the register, to guarantee to him one dollar for each transfer of an eighth of a section of land; and did not said Gwin refuse to permit the sales to proceed until that stipulation was made?

Interrogatory fourteenth. Was not William M. Gwin, the brother of the register, now marshal of the State, a member of the combination of speculators in the public lands at said sales? And if so, please state what number of acres was allotted him in the general distribution.

Interrogatory fifteenth. Did or did not the register or receiver demand of the purchaser or purchasers fees or compensation for the performance of their duties not authorized by law?

Interrogatory sixteenth. Have they accepted a bonus in money, or in form of interest, for securing particular tracts of land to such purchasers as would comply with the terms presented to them in this respect?

Interrogatory seventeenth. Have they or have they not sold public lands at any time otherwise than

for ready money? And if so, have they taken the promissory note of the purchaser, payable at a distant day, for the purchase money, and a separate note for interest in their own names, and for their own benefit?

Interrogatory eighteenth. Have they marked any part of the public lands as laid down in the map of survey sold, or in any other manner which designated the land as entered, when in fact the lands so marked had not been actually sold or entered?

Interrogatory nineteenth. Have they at any time been interested with speculators or others who became the purchasers of the public lands so marked, and shared with them the profits arising out of such purchases?

Interrogatory twentieth. Have combinations of speculators at any public sale of lands united for the purpose of driving other purchasers out of the market, and deterring poor men from bidding for the lands on which they resided, or other lands which they might desire to purchase for actual settlement and cultivation, thereby taking into their own hands the control of sales for their own benefit, and purchased all the valuable lands at the minimum price of the government?

Interrogatory twenty-first. Have these speculators, after the public sales were closed, offered the lands so purchased by them for sale at augmented prices; and have these lands been purchased by persons attending the sales at the prices put on them by the speculators or their agents; and if so, what price per acre, estimating the highest and lowest qualities, did they receive for the lands so purchased?

Interrogatory twenty-second. Have these companies, or any of them, large bodies of land now in the market which they fraudulently purchased at one dollar and twenty-five cents per acre; and if so, what amount of lands, according to the best estimate which may be made, yet remains undisposed of; and what is the price at which it is limited, including lands of the best quality and those of an inferior quality?

Interrogatory twenty-third. What would be a reasonable estimate of the loss sustained by the government at any public sales of lands within your district, in consequence of combinations of companies to purchase them at the minimum price?

Interrogatory twenty-fourth. Were the registers and receivers attending any such sale informed, or had knowledge of the existence of such combinations of companies, and their object; and did they aid them in their fraudulent purposes; or did they, having such knowledge, interpose, in their official conduct or otherwise, to prevent the accomplishment of the purposes for which they had combined?

Interrogatory twenty-fifth. Have the registers and receivers manifested favoritism in the sale of the public lands at private sale, where two or more persons made application to purchase any particular tract of land; and if so, what were the circumstances under which their partiality was so manifested?

Interrogatory twenty-sixth. Have the receivers of the public moneys, or any of them, been at any time detected in speculating on the funds paid into their offices by selling at a premium bank notes of the Bank of the United States, or other current bank paper, for bank notes not current at par, but which were made receivable for public lands, and their depositing these uncurrent bank notes in the deposit bank selected by the Secretary of the Treasury in lieu of the current notes thus sold at a premium?

Interrogatory twenty-seventh. Please state any and every other matter or thing material to this investigation, within your knowledge, as fully and at large as if thereto particularly interrogated?

The deposition of John Maxwell, of the city of Natchez, taken in the town of Port Gibson, county of Claiborne, and State of Mississippi, the 24th day of December, A. D. 1834, in the presence of Robertson A. Carloss, commissioner of the Senate of the United States for taking testimony, and also of James H. Murray, a justice of the peace of said county of Claiborne:

To *interrogatory first*, witness answers, I did.

To *interrogatory second*, witness says, he did not purchase or bid for lands at the public sales.

To *interrogatory third*, witness answers, he made no purchase.

To *interrogatory fourth*, witness makes same answer as above.

To *interrogatory fifth*, witness answers, that he made no bid at the sales of public lands, but says that he was connected with a company in whose behalf lands were purchased. He says further, that the company with whom he was connected, consisted of upwards of one hundred and fifty persons; among those who with himself constituted the company, he designates the names of Thomas G. Ellis, Robert J. Walker, Robert Jameson, of Alabama; Malcolm Gilchrist, of Alabama; Richard Anderson, Eli Driner, —— Glover, —— Bradford, —— Burnett, Isaac Lane, F. E. Plummer, Wm. Plummer, —— Govan, Wm. M. Beal, Wm. M. Gwin, and David W. Connelly. The company was formed at Chocchuma.

To *interrogatory sixth*, the witness answers, that the company was formed with the view of preventing competition in the bidding; and in the belief that the combination of purchasers would enable the members of the company to purchase on cheaper terms from persons who were members of the company, and who were the persons whose names are first designated above, were constituted agents to purchase for the company, and were called commissioners. One or another of the commissioners made all the purchases that were effected in behalf of the company. The company agreed with the settlers that they would not bid for settlements provided the settlers would not compete with the company in the purchase of other lands; many of the settlers were themselves members of the company; all persons, whether members of the company or settlers, were allowed to bid for lands, and in some instances did so; in most instances the settlements were purchased in by the commissioners of the company, and in a few days after transferred the purchase at cost to the settlers, and received remuneration.

To *interrogatory seventh*, witness says, he is unable to answer affirmatively or negatively.

To *interrogatory eighth*, witness answers, he knows not what number of acres were purchased by the company.

To *interrogatory ninth*, the witness answers entirely in the affirmative.

To *interrogatory tenth*, witness answers, that there were some instances of the receipts not being delivered by the receiver on the day of sale, but he knows of no such instance except in cases where the purchasers had made a deposit of their funds with him. The neglect seemed to be attributable to the press of business.

To *interrogatory eleventh*, witness says, that he does not know that they did.

To *interrogatory twelfth*, witness answers, that he did not know them to be concerned directly or indirectly in the company. He says that Mr. Sterling, the receiver, did in some instances bid for and purchase lands against the company.

To *interrogatory thirteenth*, witness states, that he knew of no such stipulation. He states that he arrived at the place of sales on the last day of the existence of the company as a company to purchase, though he was a member from the first. He states that Gwin, the register, did charge and receive one dollar for each transfer during the sales.

To *interrogatory fourteenth*, witness answers, that Wm. M. Gwin was a member of the company, bought lands of the company, he believes, and received his dividend of the profits on the sales by the company, which amounted to three hundred dollars on the thousand.

To *interrogatory fifteenth*, witness answers, not to his knowledge.

To *interrogatory sixteenth*, witness answers, not to his knowledge.

To *interrogatory seventeenth*, witness answers, not to his knowledge.

To *interrogatory eighteenth*, witness answers, not to his knowledge.

To *interrogatory nineteenth*, witness answers, not to his knowledge.

To *interrogatory twentieth*, witness answers, not to his knowledge.

To *interrogatory twenty-first*, witness states, that at Chocchuma the company, after the sales were over, set up at auction the lands which they had bought, but in the first instance they were put up at the sum which they had cost the company, and sold at the highest advance upon the cost, to any person who would bid; and if no advance was made on the cost, the land fell back to the company, and when they had thus offered all their lands they again set up the residue, either at cost or the government price, and he forgets which.

To *interrogatory twenty-second*, witness says, that the company of which he has spoken own no lands at this time. He states that there were sub-companies formed which bought of the main company, and are now owners of the land, and hold them in market at various prices.

To *interrogatory twenty-third*, witness says, he is unable to answer the interrogatory.

To *interrogatory twenty-fourth*, witness answers, that the officers of the land office at Chocchuma had knowledge of the existence of the main company, though he cannot say when they were informed of it. After the termination of the time of the duration of the main company, new companies were formed, when he heard colonel Gwin, the register, threaten to suspend the sales if they did not desist from such combinations.

To *interrogatory twenty-fifth*, witness answers, they have shown none to my knowledge.

To *interrogatory twenty-sixth*, witness answers, not to his knowledge.

To *interrogatory twenty-seventh*, witness says, he cannot state anything further than what he has said.

JOHN MAXWELL.

STATE OF MISSISSIPPI, *Claiborne County:*

I, James H. Maury, a justice of the peace in and for the said county of Claiborne, do certify that John Maxwell, the witness whose name is subscribed to the foregoing deposition, was by me duly sworn, and that the foregoing deposition was taken down in my handwriting, as delivered by said witness, in answer to the interrogatories respectively. Given under my hand and seal this 24th December, 1834.

J. H. MAURY, *J. P.* [SEAL.]

The deposition of Henry T. Irish, of the town of Port Gibson, State of Mississippi, taken in said town on the 27th day of December, 1834, by Robertson A. Carloss, commissioner of the Senate of the United States for taking testimony, and also before James H. Maury, a justice of the peace of said county and State aforesaid.

The witness, being first duly sworn to make true answers to the interrogatories, deposeth as follows:

To *interrogatory first*, he answers, that he was at Chocchuma from the beginning to the termination of the sales of land by the government at that place.

To *interrogatory second*, he answers, that he has no recollection of making any purchase at the sales. He bought lands while there by entry, and also at the sales of a company and of individuals; and generally at the price of one dollar and twenty-five cents: for some he gave as much as five dollars per acre.

To *interrogatory third*, he answers, that he bought in partnership with H. Carpenter.

To *interrogatory fourth*, he answers, that the articles of partnership between himself and Carpenter do not now exist, that he knows of.

To *interrogatory fifth*, he says, that he does not remember that he made any bid for lands at the government sales.

To *interrogatory sixth*, he answers that there were large companies formed upon the ground with views of purchasing, as named in the interrogatory. The purchases in behalf of the company were commonly made by agents; but sometimes purchases were made by others of the company, who had not been designated as agents for that purpose. He understood that the lands desired by settlers were bid off by the agents of the company and transferred to the settlers, after the manner named in the interrogatory.

To *interrogatory seventh*, he says, he is not informed as to the facts named in the interrogatory.

To *interrogatory eighth*, he says, he does not know the number of acres bought by the company. The company made no division of lands.

To *interrogatory ninth*, he answers affirmatively.

To *interrogatory tenth*, he says, he is not fully informed as to the facts of the interrogatory, but thinks that payments were required on the morning after the sales, or on the evening of the days of sale.

To *interrogatory eleventh*, witness answers, that he knows of no payments by *bills*. He says he paid himself by checks on the Planters' Bank at Natchez.

To *interrogatory twelfth*, he answers, that he does not know that either of them were concerned in any way with the speculators, or in the purchases that were made by the companies.

To *interrogatory thirteenth*, he says, he never heard nor knew of any such application.

To *interrogatory fourteenth*, he says, he thinks William M. Gwin was a member of the company, but is not at all positive that he was.

To *interrogatory fifteenth*, witness answers, he does not know that they have.

To *interrogatory sixteenth*, he says, he does not know that they have.

To *interrogatory seventeenth*, he says, he does not know.

To *interrogatory eighteenth*, he says, he does not know that they have.

To *interrogatory nineteenth*, he says, he does not know that they have.

To *interrogatory twentieth*, he says, he does not know of any union of speculators for such purposes.

His idea of the motives of the combination is that they were formed for the purpose of avoiding the effects of competition.

To *interrogatory twenty-first*, he answers, that the company offered the lands purchased by them in the first place for the highest advance upon what they cost the company; and in the second place for what they would bring. The lands were sold by the companies at public auction.

To *interrogatory twenty-second*, he says, the company, of which the deponent is informed, at this time owns no land.

To *interrogatory twenty-third*, the deponent says, he is unable to answer the interrogatory.

To *interrogatory twenty-fourth*, he says, he does not know that the officers had any positive knowledge of the combination. He heard Gwin say that if any such combination came to his knowledge he would stop the sales.

To *interrogatory twenty-fifth*, he says, the conduct of the officers was entirely fair, so far as his knowledge extends.

To *interrogatory twenty-sixth*, he says, as to his own knowledge he cannot answer the interrogatory.

To *interrogatory twenty-seventh*, he answers, that he has stated all that he conceives to be material, so far as his information extends.

H. T. IRISH.

STATE OF MISSISSIPPI, *Claiborne County:*

The undersigned, justice of the peace of the said county, certifies that Henry T. Irish was duly sworn to answer the interrogatories, and that his answers were taken down by the undersigned, and read to the witness respectively, and assented to by him, and subscribed before me this 27th day of December, 1834.

J. H. MAURY, *J. P.* [SEAL.]

The deposition of Dr. James P. Parker, of the town of Port Gibson, in the county of Claiborne and State of Mississippi, taken by Robertson A. Carloss, commissioner of the United States Senate, in the town of Port Gibson, and county and State aforesaid, and also in the presence of James H. Maury, Esq., a justice of the peace of said county and State aforesaid, and sworn to and subscribed by the said deponent.

To *interrogatory first*, witness says, he arrived at Chocchuma a few days previous to the close of the sales, and remained there till the termination.

To *interrogatory second*, witness says, he purchased at public sales about four hundred and fifty acres of land at prices ranging between two and ten dollars.

To *interrogatory third*, he answers, that he bought in partnership with J. B. Thrasher.

To *interrogatory fourth*, he answers, there was no article of agreement in writing; the terms were equal interest in advancements and products.

To *interrogatory fifth*, he says, he had nothing to do with any company of speculators in purchasing the lands hereinbefore mentioned. He states that he bought no lands in behalf of a company, but that he bought about six hundred acres of a company of which he was himself a member.

To *interrogatory sixth*, he says, as to the company in which witness was concerned, he answers affirmatively.

To *interrogatory seventh*, witness says, he is unable to answer.

To *interrogatory eighth*, witness says, he knows nothing of the principal company; hewas a member of two or three sub-companies, who closed their transactions daily. As to the quantity purchased of government by the company, and as to the mode of division, he is uninformed, except that the companies with which he was connected did, on the evening of each day, sell at private company auction the lands which they had bought on the same day of government.

To *interrogatory ninth*, he answers, no further than in the next preceding answer.

To *interrogatory tenth*, he answers, that as far as he knows, payments were made to the receiver on the day of the purchase, or next morning, except in cases where the officer was a depository of funds of purchaser.

To *interrogatory eleventh*, never to the knowledge of the witness.

To *interrogatory twelfth*, not to knowledge of witness.

To *interrogatory thirteenth*, cannot say there was any stipulation. S. Gwin charged to transfer on each certificate one dollar.

To *interrogatory fourteenth*, he was, and purchased some land at the company's sale. I know of no allotments made by the companies.

To *interrogatory fifteenth*, never to my knowledge, except by charging one dollar for the transfer of each and every certificate of land.

To *interrogatory sixteenth*, never to my knowledge.

To *interrogatory seventeenth*, never to my knowledge.

To *interrogatory eighteenth*, never to my knowledge.

To *interrogatory nineteenth*, answer as above.

To *interrogatory twentieth*, answer as above.

To *interrogatory twenty-first*, answer as above.

To *interrogatory twenty-second*, answer as above.

To *interrogatory twenty-third*, cannot estimate the loss sustained by government, but presume that much of the land would have sold for a higher price than the minimum, if competition had not been prevented by the formation of companies; and also believe that much low and worthless land was sold which otherwise would not have been sold.

To *interrogatory twenty-fourth*, they knew of the existence of companies for the purchase of public lands, and did interfere as far as I know.

To *interrogatory twenty-fifth*, never to my knowledge.

To *interrogatory twenty-sixth*, not to my knowledge.

To *interrogatory twenty-seventh*, further the deponent knoweth not.

JAMES P. PARKER.

STATE OF MISSISSIPPI, *Claiborne County:*

The undersigned justice of the peace of said county of Claiborne doth hereby certify, that the foregoing answers were made by said witness, and subscribed by him; and that the answers were taken down partly in the handwriting of the witness, and partly in that of said justice, and that the witness was duly sworn.

Given under my hand and seal this 27th December, 1834.

J. H. MAURY, *J. P.*

Replies or answers of David Slay to interrogatories propounded by R. A. Carloss, commissioner, &c., on 22d December, 1834:

Answer to first interrogatory. I was not.

Answer to eighteenth interrogatory. George B. Dameron, late receiver at Clinton or Mount Salus, refused to permit me to enter a piece of land, and pointed out a few small dots or spots, made apparently by a pen, and which Mr. Dameron admitted he had made; and further, that said land was not entered at that time, but was entered some few months afterwards by a neighbor of mine.

Answer to twenty-seventh interrogatory. Very shortly after the passage of an act of Congress, authorizing individuals to enter tracts of land in forty acre tracts, I applied for the entry of the north ½ of the west ½ of the northeast ¼ of section 12, township 7, and in range 3 west; and George B. Dameron, the then receiver of public moneys at Mount Salus, (and at whose office the entry was to be made) peremptorily refused to allow me to do so; and said land was afterwards entered as stated in the above answer. Further: Mr. Gwin, the register at said office, insisted on giving me an application for said land, and in the presence of Mr. Dameron; but Mr. Dameron still persisting in not letting me enter it, I did not take out an application.

DAVID SLAY.

STATE OF MISSISSIPPI, *Hinds County:*

I, Robert J. Townes, an acting justice of the peace of the said county and State aforesaid, do hereby certify that David Slay appeared before Robertson A. Carloss, commissioner, &c., and in my presence, in the county aforesaid, after having been duly sworn, made the foregoing answers to the interrogatories annexed, and signed the same in my presence. Given under my hand and seal, December 22, 1834.

R. J. TOWNES, *J. P.* [SEAL.]

STATE OF MISSISSIPPI, *Hinds County:*

I, Calvin Bankston, clerk of the probate court of Hinds county, do certify that Robert J. Townes was an acting justice of the peace in and for the said county on the 22d of December last. Given under my hand and seal of office, this 23d of January, 1834.

C. E. BEAUCHAMP, *Deputy,*
For C. S. BANKSTON, *Clerk.* [SEAL.]

The examination of Stewart McRaven, of the county of Hinds and State of Mississippi, taken by Robertson A. Carloss, commissioner of the United States Senate for taking depositions, and also in the presence of the honorable James Scott, judge of the second judicial district of the State.

Witness answers to the *first interrogatory* in the following manner: I was.

To *interrogatory second,* witness answers, he did not purchase any lands at said sales; and answers in the negative to all interrogatories until the seventeenth.

Answer to seventeenth interrogatory. This deponent was called upon, and did loan to a Mr. John Long a small sum of money, which Long stated was to pay the interest due to Mr. George B. Dameron, then receiver of public moneys at Mount Salus, Mi., due, or so stated by said Long to have accrued, on a note given for the entry of a piece of land. Further, that said Dameron, receiver as aforesaid, charged said Long, as by him stated, interest at the rate of sixty per centum per annum.

To all interrogatories up to the twenty-sixth, witness answers in the negative.

Answer to twenty-sixth interrogatory. Geo. B. Dameron, late receiver at Mount Salus, stated to deponent that he had loaned to Dr. Jacob B. Morgan the sum of five hundred dollars of the funds of the government, but he knows not of his making similar loans to any one else.

Furthermore the deponent saith not.

STEWART McRAVEN.

Sworn to and subscribed before me, 9th January, 1835.

JAMES SCOTT, *Judge of Second Judicial District of Mississippi.*

By Hiram G. Runnels, governor of the State of Mississippi.

To all who shall see these presents:

Be it known, that James Scott was judge of the circuit court for the second judicial district, on the 10th day of January, 1835, and that full faith and credit are due to all his acts as such.

Given under my hand and the great seal of said State at Jackson, the 16th day of January, 1835.

H. G. RUNNELS. [SEAL.]

By order of the governor.

DAVID JACKSON, *Secretary of State.*

STATE OF MISSISSIPPI, *Hinds County:*

I, Robertson A. Carloss, of the town or Raymond, county and State aforesaid, do certify that I have, in pursuance of a commission to me directed, from the chairman of the Land Committee of the Senate of the United States, taken the depositions of John Maxwell, Henry T. Irish, and James P. Parker, in the town of Port Gibson, in Claiborne county; and also the depositions of Stewart McRaven and David Slay, in Raymond; and that the answers to the accompanying interrogatories were severally made by the said deponents.

Given under my hand and seal the 12th January, 1835.

ROBERTSON A. CARLOSS, *Commissioner United States Senate.* [SEAL.]

23D CONGRESS.] No. 1336. [2D SESSION

LAND CLAIMS IN MISSOURI.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES MARCH 3, 1835.

GENERAL LAND OFFICE, *January* 7, 1835.

SIR: Having received the report of the recorder of land titles and commissioners appointed under the provisions of the act of the 9th of July, 1832, and the acts supplementary thereto, for the final adjustment of land claims in Missouri, upon the claims therein, numbered from 143 to 255, inclusive, which, in their opinion, are entitled to be placed in the *first class* specified in the said act of 1832, and as it would have been impracticable for this office to have prepared duplicate copies thereof for the two Houses of Congress within a reasonable time, I have this day transmitted the original report to the Senate, with a request that it be placed in the possession of the House of Representatives whenever the Senate shall have acted thereon.

It being very important that this office should be in possession of the originals of all the reports upon private land claims, I have to request that the report above mentioned may be returned after the final action of Congress thereon.

I am, very respectfully, sir, your obedient servant,

ELIJAH HAYWARD.

The SPEAKER *of the House of Representatives.*

OFFICE OF THE RECORDER OF LAND TITLES, *St. Louis, Missouri, December* 5, 1834.

SIR: In pursuance of the act of Congress entitled "An act for the final adjustment of private land claims in Missouri," approved the 9th day of July, 1832, and the acts supplementary thereto, the undersigned recorder and commissioners have the honor to make report to you, to the end that it be laid before Congress, of their proceedings under and by virtue of the acts aforesaid.

In the report now submitted, the board have included only such claims as they considered to be entitled to confirmation, and consequently have placed them in the first class, reserving their decisions upon those claims which to them have appeared destitute of merit, for their final report, having adopted the course of proceeding followed by this board in its report transmitted through you to Congress at its last session.

In deciding upon the claims herewith reported, the undersigned have, in pronouncing them entitled to confirmation, adopted the principles laid down in the report of last year, and have endeavored to make such application of them to the respective cases, as comported with reason and justice. They have the more unhesitatingly adopted and applied those principles, inasmuch as they seem to the undersigned to have been fully ratified, adopted and acted upon by the highest judicial tribunal known to the United States. In proof of which, the board beg leave to refer the whole current of decisions made by the Supreme Court, on the claims brought before it by appeal from the courts in Florida.

These decisions have been attentively read and examined by the undersigned, and, in their view, would entirely justify the confirmation of the claims included in the report now made to you.

As in the previous report, the board have presented each case in a tabular form, and numbered them in the order of their decision, from No. 143 to No. 255, and forward them herewith, together with the translations of the concessions and surveys. The undersigned avail themselves of this opportunity to observe that, in consequence of the minute investigation which they have found it their duty to give to each case, and in consequence, also, of the difficulty of discovering and applying the evidence on the respective claims, scattered as it frequently is over voluminous and confusedly arranged records, they have not been able to complete, in time for the present session of Congress, their examination of a greater number of claims, which, under the acts of Congress, are subject to their decision, than that herewith submitted.

The reörganization of the board, consequent upon the appointment of Lewis F. Linn, Esq., to the Senate of the United States, and the resignation of Albert G. Harrison, Esq., did not take place until the month of June last, since which time they have been assiduously employed in the execution of the duties assigned to them, except during an interval of a few weeks, when the board did not sit, owing to the fatal indisposition of the wife of the recorder, and while one of the members of the board was laboring under a severe and dangerous illness.

Feeling, as we do, great solicitude that strict justice should be done to all concerned in the unconfirmed land claims in this State, as well as those in Arkansas, and believing that it is of great importance to the State and Territory, and to the interest of the United States, to have them speedily settled, we hope and believe that Congress will act with promptnesss and justice in relation to them.

All of which is most respectfully submitted.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

Hon. ELIJAH HAYWARD, *Commissioner of the General Land Office, Washington City, D. C.*

No. 143.—Jacques Bon, claiming 800 arpens.

Number.	Name of original claimant.	Quantity	Nature and date of claim	By whom granted.	By whom surveyed, date, and situation.
143	Jacques Bon....	Arps. 800	Settlement right.	.....	Old Mine, district of St. Genevieve.

Evidence, with reference to minutes and records.

April 18, 1833.

A. G. Harrison, Esq. appeared pursuant to adjournment.

Jacques Bon, claiming 800 arpens of land, by virtue of a settlement right, in the county of Washington. See record book F, page 53; Bates' Minutes, page 17; Bates' Decisions, book 2, page 28.

St. Louis, *November* 28, 1812.

Jacques Bon, claiming 800 arpens of land on Mine, district of Genevieve.

Notice.—Joseph Becquet, duly sworn, says claimant inhabited said tract, and cultivated the same from 1801 to this day. A wife in 1803. See Bates' Minutes, page 17.

Cannot be granted, as it is mineral land. See Bates' Decisions, book No. 2, page 28; see book No. 6, page 157.

October 7, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jacques Bon, claiming 800 arpens of land. See book No. 6, page 157.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said Jacques Bon, or to his legal representatives, provided it does not interfere with the Old Mine claim. See book No. 7, page 10.

Conflicting claims.

October 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Jacques Bon, claiming 800 arpens of land, see book No. 6, page 157.

Louis Bolledue, duly sworn, says that since the year 1816 or 1817 he knows the said Jacques Bon, and that to the best of his knowledge the said Bon has been settled upon and within the boundaries of the Old Mine concession. Witness further says that he does not know of the said Bon having any other claim to land in this State. See book No. 7, page 47.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 144.—J. Baptiste Deschamp, claiming 160 arpens.

Don Francisco Cruzat, lieutenant colonel of infantry by brevet, commander-in-chief and lieutenant governor of this western part, and district of Illinois.

Cognizance being taken of the memorial presented by John Baptiste Deschamp, an inhabitant of this town of St. Louis, dated May 19th of this current year, I do grant to the said John Baptiste Deschamp, in fee simple, for him, his heirs, or others who may represent his right, the four arpens of land in front on the river Decadre, by forty arpens in depth, in order that he may establish the plantation he solicits, on condition to be liable to the public charges, and others which it may please his Majesty to impose, and, on the contrary, the said land to be reunited to the royal domain.

FRANCISCO CRUZAT.

Given in St. Louis of Illinois, *May* 25, 1783.

Truly translated from livre terrien, book No. 4, page 7.

JULIUS DE MUN.

St. Louis, *August* 13, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
144	Jean Baptiste Dechamp.	Arps. 160	Concession, 25th May, 1783.	Francisco Cruzat.	On river Aux Cardes.

Evidence, with reference to minutes and records.

APRIL 20, 1833.

A. G. Harrison, Esq., appeared pursuant to adjournment.

Jean Baptiste Dechamp, by his legal representative, Joseph F. Robidoux, claiming 4 by 40 arpens, situate on the right bank of river Aux Cardes. See livre terrien, No. 4, page 7; record book F, page 191.

John Baptiste Maurice Chatillon, duly sworn, says that in the year 1780 John Baptiste Dechamp inhabited and cultivated said tract of land, and continued thereon for about three years, when he was compelled, by Indian depredations, to abandon it; that he had then a wife and two children.

John Baptiste Vien, duly sworn, says that one Toussaint Dechamp, alias Hunot, inhabited and cultivated said lands about forty years ago, for or under Baptiste Dechamp, for about one year, when he was compelled to abandon it on account of Indian depredations; and, further, that said tract was inhabited and cultivated by or under said Baptiste Dechamp about twenty years ago, and ever since. See book No. 6, page 159.

OCTOBER 7, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, J. H. Relfe, commissioners.

Jean Baptiste Dechamp, claiming 160 arpens of land. See book No. 6, page 159.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jean Baptiste Dechamp, or to his legal representatives, according to the concession. See book No. 7, page 11.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 145.—JEAN BAPTISTE GAMACHE, SR., CLAIMING 1,050 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
145	Jean Baptiste Gamache, sr.	Arps. 1,050	Settlement right.	.....	James Mackay, deputy surveyor, 15th November, 1805; below the mouth of Maramec river, district of St. Louis.

Evidence, with reference to minutes and records.

NOVEMBER 19, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Auguste Gamache and John Baptiste Gamache, claiming 1,050 arpens of land situate on the Mississippi, below the mouth of Maramec river, district of St. Louis, produce record of a plat of survey, dated 15th November, 1805, certified 22d February, 1806.

Alexander McNair, claiming 525 arpens of this tract, as assignee of the sheriff of St. Louis district, who sold the same as the property of John Baptiste Gamache, produces record of a deed from sheriff to McNair, dated 4th February, 1807.

It appears to the board, from the rough minutes of April 3, 1806, that testimony was taken in this claim, and not entered on the fair minutes; and the same being within the recollection of two of the commissioners, to wit, John C. B. Lucas and Clement B. Penrose, it is thereupon agreed to receive testimony on this day.

Auguste Chouteau, sworn: Says that he knows the tract claimed; that in 1776, or near that time, the commandant of St. Louis thought proper that a ferry should be established on Maramec, that a regular intercourse should be kept up between St. Louis and St. Genevieve; that John Baptiste Gamache, father of claimants, hearing of this, agreed to undertake the same; that the commandant, whom this deponent believes to be Cruzat, acceded to the proposals of Gamache, to wit: that he should keep a ferry, and hold land at the said place. Deponent cannot say anything as to quantity of said land. Said Gamache immediately went and settled on said laid, cleared land, built a house, and cultivated thereon, and continued to cultivate and inhabit until 1780, when he was ordered away by the commandant, on account of Indian disturbances; that said Gamache returned to the place claimed, one or two years after, as soon as tranquility was restored, and continued thereon four or five years longer, until the death of his wife; that, about 1790, the sons of said Gamache, to wit, the claimants, inhabited and cultivated said land, time about during eight years.

Charles Sanguinette and John Baptiste Prevencher, sworn, depose to the same as the foregoing witness.

The board order that this land be surveyed agreeably to the possession, provided it does not exceed 1,050 arpens; survey at expense of the United States, and to be returned in ten days. See minutes, No. 5, page 423.

JANUARY 6, 1812.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Auguste Gamache and John Baptiste Gamache, claiming 1,050 arpens of land. See book No. 5, page 423. It is the opinion of the board that this claim ought not to be granted, because the survey

which has been ordered by the board contains a much greater quantity of land than is actually claimed, and also because, from the notes contained in the report of survey, it does not appear that the lines of said survey run with boundaries of ten years' standing before the year 1803. See book No. 5, page 555.

April 20, 1833.

A. G. Harrison, Esq., appeared pursuant to adjournment.

Nicholas and Lovis Gamache, heirs of Jean Baptiste Gamache, sr., deceased, claiming, under settlement right, 1,050 arpens of land at the mouth of the Maramec. See record book B, page 211; minutes, No. 5, pages 423 and 555.

John Baptiste Vien, duly sworn, says that he was acquainted with John Baptiste Gamache, sr., the grandfather of Nicholas and Louis Gamache; that said John Baptiste Gamache cultivated a tract of land on the right bank of the Mississippi, at the mouth of the Maramec; about fifty years ago; that his children inhabited and cultivated the same during the Spanish government, and that they left it on account of the sickness of their families, and that his grandchildren, Nicholas and Louis, with their families, still reside on it, and have, for the last seven or eight years, resided on it; that he, the deponent, found them (the Gamaches) in possession and cultivation of the said tract of land, when he, the deponent, first came to the country, which was about the year 1783 or '84. He further says that John Baptiste Gamache, sr., had five or six children; that Auguste Gamache and John Baptiste Gamache, jr., sons of John Baptiste Gamache, sr., lived on the land with their families. Auguste had a wife and four children, and John Baptiste, jr., a wife and six or seven children.

John Baptiste Maurice Chatillon, duly sworn, says that he knew John Baptiste Gamache, sr., in 1780; that he lived on the tract above spoken of, at that time; that, in 1782, Gamache brought his wife to St, Louis, sick, where she died, and afterwards Gamache returned to live on the land; that Gamache, sr., died about the year 1800, and after his death, his sons, Auguste and John Baptiste Gamache, jr., lived on and cultivated the same place, and that Nicholas and Louis have been living there ever since with their families. See No. 6, page 157.

October 7, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jean Baptiste Gamache, senior, claiming, by his legal representatives, 1,050 arpens of land. See book No. 6, page 157.

The board are unanimously of opinion, this claim of 1,050 arpens of land ought to be granted to the legal representatives of the said Jean Baptiste Gamache, senior, according to the possession; reference being had to the second sections of the acts of 1805 and 1807. See book No. 7, page 12.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 146.—Jacob Odam, claiming 800 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
146	Jacob Odam....	Arps. 800	Settlement right.	.....	Odam's creek, district of St. Genevieve.

Evidence, with reference to minutes and records.

November 27, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John McFerren, assignee of Andrew Kenney, assignee of Jacob Odam and James Bradshaw, claiming 800 arpens of land, situate on Odam's creek, district of St. Genevieve, produces notice to the recorder.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, No. 5, page 467.

May 9, 1833.

A. G. Harrison, Esq., appeared pursuant to adjournment.

Jacob Odam, by Andy Rinney and George Forquer, claiming 800 arpens of land, under settlement right, situated on the creek commonly called Odam's creek, on the Mississippi, opposite Wood island, including the big spring and rush bottom, formerly presented to the board in the name of John McFerren. See minutes, No. 5, page 467.

Joseph Gerrard duly sworn says, that he has been in the country about fifty-eight years; that he was well acquainted with Jacob Odam; that he went with said Odam in the year 1777 or 1778 to the commandant at St. Genevieve, by the name of Cartebonne, and that said Odam asked the commandant for a concession, but the commandant told Odam that he could not then give him a concession, but told him to go and settle and improve a place, and that this would be the best concession; that Odam did, after this, go immediately, and settle and improve a place, usually called Wood island, from being opposite or nearly opposite that island; that he saw said Odam working and improving said place, and that said Odam

raised a crop on said land; that, after being there a while, Mrs. Odam took sick and died, leaving one child, a daughter, by the name of Mindy; that some months after the death of Mrs. Odam, Odam took sick and died; that both were buried on the place; that their daughter Mindy grew up and married; that the place, after the death of Odam, has never been cultivated; that from where he settled to the Mississippi is about a half or three-quarters of a mile, which space formed a part of his claim, as witness thinks; that Odam settled about a quarter of a mile above the big spring, on the creek called Odam's creek. See book No. 6, page 163.

OCTOBER 7, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jacob Odam, by his legal representatives, claiming 800 arpens of land. See book No. 6, page 163.

The board are unanimously of opinion that 640 acres of land ought to be granted to the legal representatives of the said Jacob Odam. See book No. 7, page 12.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 147.—JOSESH GERRARD AND PATRICK FLEMING, CLAIMING 840 ARPENS.

To Don Francis Vallé, captain and commandant, civil and military, of the post of St. Genevieve, of Illinois:

Joseph Garret has the honor to represent to you that he had obtained, in the year 1790, a concession for a tract of land, situate on the Maramec, otherwise called the Grande rivière, below the river Platte, at the distance of about one and a half leagues from the said river; that having lost the copy of the said concession, he has the honor to pray you to be willing to search for the said concession in the archives of this post, and to give him a copy of the same.

JOSEPH GERRARD.

ST. GENEVIEVE, *September* 7, 1799.

ST. GENEVIEVE, *September* 8, 1799.

In consequence of the request of the petitioner, we annex here below, the copy of the original documents, deposited in the archives of this post.

FRANCISCO VALLE.

SIR: The petitioners have the honor to represent to you, that they would wish to clear and cultivate a tract of land, situated on the second fork of the Grand river of Maramec, containing one league square, one league and a half below the river Platte, and about twelve leagues from this village. This being considered, be pleased, sir, to grant them the concession of the said tract, in order that they and their heirs may enjoy the same, and you will do justice.

JOSEPH GERRARD.
And one cross for Larran Maccagné's mark.

ST. GENEVIEVE, *June* 27, 1790.

Be the present petition presented to Don Manuel Perez, lieutenant governor of this part, in order that he be pleased to give his orders on the subject.

PEYROUX DE LA COUDRENIERE.

ST. GENEVIEVE, 27*th June*, 1790.

Captain Henry Peyroux, commandant of St. Genevieve, may grant to each of the petitioners five arpens of land in front by forty arpens in depth, in the place where they solicit, of the lands belonging to his Majesty's domain, in order that they may be able to establish themselves as they desire, and they shall be bound and governed by the laws of Spain as subjects of his Catholic Majesty, whom God protect.

MANUEL PEREZ.

ST. LOUIS OF ILLINOIS, 7*th July*, 1790.

We, Don Henry Peyroux, captain of infantry, commandant, civil and military, of the post of St. Genevieve of Illinois, in consequence of the orders of the lieutenant governor of this part of Illinois, do grant, in fee simple, to Messrs. Laurent Maccagné, Joel Maccagné, brothers, and to Joseph Gerrard, sr., and Patrick Fleming, jr., of eighteen years of age, the quantity of seven arpens of land in front, to each of them, by thirty arpens in depth, in the place designated on the petition on the other side; which tracts of land shall be taken in a body, without being separated one from another, and they shall be liable to the repairs of the public roads; are to be established in one year from this day, and, on the contrary, to be re-united to the King's domain.

PEYROUX DE LA COUDRENIERE.

Given in ST. GENEVIEVE, *July* 17*th*, 1790.

A true copy, compared with the original remaining in the archives of this post.

FRANCISCO VALLE.

ST. GENEVIEVE, *September* 8, 1799.

To Don Charles Dehault Delassus, lieutenant colonel, attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of this province:

Joseph Gerrard, sr., and Patrick Fleming, his stepson, have the honor to represent to you that, by virtue of the original documents deposited in the archieves of St. Genevieve, of which a copy, certified by Mr. François Vallé, is here annexed, they had obtained jointly with Messrs. Laurent Maccagné, who

died on the American side, in 1800, and Joel Maccagné, his brother, by the orders of the lieutenant governor, Don Manuel Perez, a concession for a tract of land of seven arpens in front, to each of them, by thirty arpens in depth, or twenty-eight arpens in front, by the said depth of thirty arpens, making in all, a superficie of 840 arpens, situated in the place designated in said title. This same land was established in the term of one year and a day, conformably to the time fixed by the law, and has been cultivated during more than three years, when the incursions of the Indians were the only cause which determined the petitioners—many others having been obliged to do the same—to abandon the said land until more quiet times. The petitioners do attest to you, each serving the other mutually as witness, that Laurent Maccagné, who died on the American side, as it is mentioned here above, did voluntarily and gratuitously, some time before his death, abandon his rights on the fourth part of said concession, and that as Joel Maccagné, his brother, is gone since several years, without any one being able to know where he resides, the petitioners presume to hope of your justice that, on account of the possibility which exists now of establishing insulated plantations with security, you will be pleased to order the surveyor of this Upper Louisiana to measure and deliver to them his certificate of survey of the said land, in order to enable them to prove the legality of their property, and that they may, with their primitive title in support, solicit the ratification of the intendant general of these provinces.

JOSEPH GERRARD.
PATRICK FLEMING.

ST. GENEVIEVE, 10*th September*, 1799.

We do inform the lieutenant governor that the property of the land claimed by Messrs. Joseph Gerrard and Patrick Fleming is proven by the copy, here annexed, of the original documents deposited in the archives of this post; that the land has been established in the term prescribed by the law, and inhabited during more than three years; that the incursions of the Indians have been the only cause which obliged the proprietors to abandon it, in order to wait for more peaceful times; that the petitioners have always inhabited this post, and that their character is too well known to us not to give faith to what they say of the abandonment made to them by Lauret Maccagné, before his death, of his part in the said land. It is also very well known to us that the above-named Joel Maccagné, brother of the deceased, left this country soon after the establishment of the said land, which facts, in my opinion, give to the petitioners the right to pretend to the whole of the said land.

FRANCISCO VALLE.

ST. GENEVIEVE, 10*th September*, 1799.

ST. LOUIS OF ILLINOIS, *September* 25, 1799.

By virtue of the copies of the original documents remaining in the archives of St. Genevieve, said copies certified by the commandant, Don Francisco Vallé, and in consequence of the preceding memorial of Messrs. Joseph Gerrard and Patrick Fleming, and of the information given by the above-named commandant, the surveyor of the Upper Louisiana, Don Antoine Soulard, shall put them in possession of the land of which they claim the property, conforming himself to the tenor of the title of concession which has been delivered to them in St. Genevieve, under date of 17th July, 1790, by captain Don Henrique Peyroux, then commandant of that place, as attested by the order given to that effect, under date of 7th of the same month and year, by Don Manuel Perez, who was then lieutenant governor of these settlements; and after executing all the operations of survey, the documents shall be forwarded to the intendancy general of these provinces, in order to obtain the title of concession in due form.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that on the 28th of September, last year, (by virtue of the foregoing decree of Don Carlos Dehault Delassus, lieutenant governor of these settlements,) I went on the land of Joseph Gerrard and Patrick Fleming, in order to survey the same, according to his demand, and other documents; said land containing eight hundred and forty arpens in superficie. This measurement was made in presence of the proprietors, with the perch of Paris, of eighteen feet in length, conformably to the custom adopted in this province of Louisiana. The said tract of land is situated at about twenty-six miles and a half west-northwest of the post of St. Genevieve, bounded on its four sides by vacant lands of the royal domain. And in order to make it known to all whom it may concern, I do give the present, with the foregoing figurative plat, on which are designated the dimensions and the natural and artificial boundaries of said land.

ANTONIO SOULARD, *Surveyor General.*

ST. LOUIS OF ILLINOIS, *January* 10, 1800.

Truly translated.
MAY 27, 1833.

JULIUS DE MUN.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
137	Joseph Gerrard and Patrick Fleming.	Arps 840	1st concession, July 17, 1790. 2d concession, Sep. 25, 1799.	H. Peyroux, commandant St. Genevieve, by order of Manuel Perez and Carlos Dehault Delassus.	Antonio Soulard; September 28, 1799; certified by him January 10, 1800; 26½ miles W. N. W. of St. Genevieve.

Evidence, with reference to minutes and records:

DECEMBER 24, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Rufus Easton and James Bruff, assignees of Joseph Gerrard and Patrick Fleming, claiming eight hundred and forty arpens of land situate on the second fork of the Grand river, district of St. Genevieve, comprehending and including the Mine-a-Joe, produce a certified copy of an order from Manuel Perez, lieutenant governor, to Peyroux de la Coudreniere, commandant, to grant said tract, dated 7th July, 1790; a certified copy of a concession from Peyroux de la Coudreniere, commandant, to Joseph Gerrard, père, Patrick Fleming, fils, Joel Macagné, and Laurent Macagné, to seven arpens by thirty to each of them, dated 17th July, 1790; an order of survey from Carlos Dehault Delassus, lieutenant governor, to Joseph Gerrard and Patrick Fleming, for eight hundred and forty arpens, stating the aforesaid concession from Peyroux, commandant, in consequence of the same not having been surveyed, dated September 25, 1799; a transfer from Patrick Fleming to claimants, dated 14th September, 1805; a transfer from Joseph Gerrard to Rufus Easton, dated 12th December, 1804; a plat of survey of eight hundred and forty arpens, dated September 28, 1799, certified January 10, 1800; an acknowledgment, signed by Rufus Easton and James Bruff, and dated November 15, 1805, by which it appears that said claimants are equally concerned in said tract.

The testimony of James Kieth and Ezekiel Eastridge, stated, in the report of the agent, to have been taken on the 2d December, 1807, and copied by the said agent from the rough minutes, which must be understood from the rough minutes of the board, is not deemed legal evidence, inasmuch as the same was ordered by the board not to be transcribed, and was not transcribed, for the following reasons: that the board had established a rule not to receive evidence partially, but to receive all the testimony at one time, unless, from the peculiar situation of the parties, the testimony offered could not be produced again; in that case, the same was attested on the rough minutes, by the signature of a majority of the commissioners. The object of the rule was, generally, not to let the testimony open to be improved and enlarged by the parties, the board conceiving that this opportunity might have been greatly abused. It is the opinion of a majority of the board that this claim ought not to be confirmed. Frederick Bates, commissioner, forbears giving an opinion. See minutes No. 5, page 537.

MAY 20, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Gerrard and Patrick Fleming, by their legal representatives, Rufus Easton, and the heirs of James Bruff, claiming eight hundred and forty arpens of land situate in the district of St. Genevieve, on the waters of a fork of Maramec, called Big river, (see record book E, pages 331 and 332; minutes No. 5, page 537,) produce a paper purporting to be an original concession from Carlos Dehault Delassus, dated September, 25, 1799; also a plat of survey by Antoine Soulard, dated January 10, 1800; also a paper purporting to be a copy of a concession referred to in the original concession here produced, and certified by François Vallé, late commandant of St. Genevieve.

M. P. Le Duc, duly sworn, says that the signature to the concession is in the proper handwriting of Carlos D. Delassus; that the signature to the plat of survey is in the proper handwriting of A. Soulard; and that the signature to the certified copy of a concession is in the proper handwriting of François Vallé. See minutes, book No. 6, page 167.

JUNE 28, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

In the case of Joseph Gerrard and Patrick Fleming, claiming eight hundred and forty arpens of land, (see page 167, book No. 6,) the following testimony was taken in St. Genevieve, before L. F. Linn, commissioner:

Personally appeared before L. F. Linn, (one of the commissioners appointed for the final adjustment of private land claims in Missouri,) Baptiste Vallé, aged about seventy-two years, who deposes and says that he was well acquainted with Patrick Fleming and Joseph Gerrard, sr., and knows that they were inhabitants long before the change of government to the United States. Deponent further states that he always heard that said Fleming and Gerrard had a concession for land under the Spanish government, and they located the same on Flat river, a branch of Big river, in the former district of St. Genevieve, but does not recollect the precise place of their survey or location.

J. BTE. VALLÉ.

Sworn to and subscribed, May 27, 1833.

L. F. LINN, *Commissioner.*

See page 205, book No. 6.

OCTOBER 9, 1834.

The board met, pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Gerrard and Patrick Fleming, claiming one thousand six hundred arpens of land. See book No. 6, page 167.

The board are unanimously of opinion that this claim ought to be confirmed to the said Joseph Gerrard and Patrick Fleming, or to their legal representatives, according to the concession. See book No. 7, page 30.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 148.—Daniel Griffith, claiming 600 arpens.

Don Carlos Dehault Delassus, lieut. governor of Upper Louisiana:

Sir: Daniel Griffith has the honor to represent to you that he would wish to establish himself in the upper part of this province, where he has been residing for some time; therefore, the petitioner applies to your goodness, praying that you may be pleased to grant him a tract of land of 600 arpens in superficie, to be taken on the vacant lands of the King's domain, in the place which will appear most convenient to the interest of your petitioner, who presumes to expect this favor of your justice, having his father, since a long time, settled in this country.

his
DANIEL ✕ GRIFFITH.
mark.

St. Louis, *April* 17, 1801.

St. Louis of Illinois, *April* 18, 1801.

Whereas we are assured that the petitioner possesses sufficient means to improve the lands which he solicits, I do grant to him and his heirs the land he solicits, provided it is not to the prejudice of any one; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks for, in a vacant place of the royal domain; which being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, to serve to him to obtain the title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands, &c., &c.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

St. Louis, *August* 13, 1833.

January 27, 18—.

Surveyed for Daniel Griffith six hundred acres of land in the Upper Louisiana, on the west (J. H. B.) side of the Missouri river, about twenty miles northwestward from St. Louis, adjoining the lands of Hezekiah Crosby and Isaac Fallis, and bounded as follows, viz: Beginning at a hackberry, corner to Crosby's survey, and thence with his line, north, twenty acres, to an elm; thence west, four acres, to an ash, corner to Isaac Fallis' survey; thence with his line north, twenty acres, to an elm; thence leaving said Fallis' line east, twenty acres, to a stake near a cottonwood; thence south four degrees, west twenty and a quarter, to a cottonwood; south, twenty acres, to two willows; thence west, thirteen acres, to the beginning.

JOHN FERRY.

Truly copied from the original.

JULIUS DE MUN, *Clerk B. C.*

St. Louis, *October* 9, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
148	Daniel Griffith..	Arps. 600	Concession, 18th April, 1801.	Carlos Dehault Delassus.	John Ferry, D. S., January 27, 18—; 20 miles N. W. of St. Louis.

Evidence, with reference to minutes and records.

October 20, 1808.

Board met. Present: The Hon. Clement B. Penrose and Frederick Bates.

Daniel Griffith, claiming 600 arpens of land situate in the district of St. Charles, produces to the board a notice to the recorder, dated 13th April, 1808; also a concession for the same from Don Carlos Dehault Delassus to claimant, dated 18th April, 1801. Laid over for decision. See book No. 3, page 308.

June 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates.

Daniel Griffith, claiming 600 arpens of land. See book No. 3, page 308. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 397.

April 20, 1833.

A. G. Harrison, Esq., appeared pursuant to adjournment.

Daniel Griffith, claiming 600 arpens of land, (see book D, pages 111 and 112; minutes, No. 3, page 308; No. 4, page 397,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated April 18, 1801; also a plat and certificate of survey, signed by John Ferry, date somewhat defaced, and the affidavit of said Ferry before Thomas F. Reddick, justice of the peace.

M. P. Le Duc, duly sworn, says that the signature of Carlos Dehault Delassus is in the proper handwriting of the same; that the signatures to the survey and affidavit are in the proper handwriting of the said John Ferry; and that the signature to the certificate is in the proper handwriting of Thomas F. Reddick. See book No. 6, page 158.

OCTOBER 7, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Daniel Griffith, claiming 600 arpens of land, see book No. 6, page 158, the following affidavit is transcribed by order of the board:

TERRITORY OF MISSOURI, *County and Township of St. Louis:*

This will attest and make known to whom it may concern, that the annexed plat and certificate, made for Daniel Griffith, for 600 arpens of land, marked in the margin thus, (J. H. B.,) was made by me at the time it bears date; that I was then a deputy surveyor under major Antoine Soulard, surveyor general for the Territory of Missouri, and that I returned the said plat and certificate to him, which he rejected and refused to receive on the ground that it interfered with the village common of the village of Portage des Sioux; after which I delivered it to Mr. Griffith, and do now recognize it to be the same I made, as above stated.

JOHN FERRY.

Sworn to and subscribed, before me, a justice of the peace for the county and township aforesaid, this 12th day of October, 1817.

THOMAS F. REDDICK, *J. P.*

See book No. 7, page 11.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Daniel Griffith, claiming 600 arpens of land. See No. 6, page 158.

The board are unanimously of opinion that this claim ought to be confirmed to the said Daniel Griffith, or to his legal representatives, to be located on any unappropriated land of the United States, according to the usages of the Spanish government. See book No. 7, page 30.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 149.—VICTOR LAGOTERIE, CLAIMING 800 ARPENS.

Don Carlos Dehault Delassus, lieutenant governor of Upper Louisiana:

SIR: Victor Lagoterie has the honor to represent to you that he would wish to make an establishment in the upper part of this colony, where he has been residing for a very long time; therefore, sir, the petitioner prays you to grant to him a tract of land of 800 arpens in superficie, to be taken on the vacant lands of the King's domain, at the place called the little prairie of the Bay de Charles, situated on the Mississippi; favor which the petitioner presumes to expect of your justice, or, if it cannot be, (in the place mentioned,) then on Salt river.

VR. LAGOTERIE.

ST. LOUIS, *February* 24, 1800.

ST. LOUIS OF ILLINOIS, *February* 28, 1800.

Whereas, it is notorious that the petitioner possesses more than the means and number of hands necessary to obtain the concession which he solicits, I do grant to him and his heirs the land he solicits, provided it is not prejudicial to any other person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; which being executed, he shall make out a plat of his survey, delivering the same to the party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land of 690 arpens in superficie was measured, the lines run and bounded in favor and in presence of Victor Lagoterie, (said tract being part of a concession of 800 arpens granted in my (his) favor, as appears by the decree below my (his) memorial.) Said land was measured with the perch of the city of Paris, of 18 French feet, lineal measure of the same city, conformably to the agrarian measure of this province, and is situated about 30 miles west of the Mississippi, and at 130 miles northwest of St. Louis. It is bounded east by Salt river, northwest, northeast, southeast, and southwest by vacant lands belonging to the royal domain. This survey and measurement was done without regard to the variation of the needle, which is 7 deg. 30 min. east, as appears by the foregoing figurative plat, on which are noted the dimensions, the courses of the lines, other boundaries, &c. The said survey was executed by virtue of the decree of the lieutenant governor and sub-delegate of the royal treasury, Don Carlos Dehault Delassus, under date of February 28, 1800, here annexed; and in order that all what is here above mentioned may be available, I do give the present, with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, Mr. James Rankin, under date of 29th December, 1803, who signed on the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

ST LOUIS OF ILLINOIS, *January* 20, 1804.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of 110 arpens in superficie was measured, the lines run and bounded in favor and in presence of Victor Lagoterie, (it being part of 800 arpens granted in my (his) favor.) Said tract was measured with the perch of the city of Paris, of 18 French feet, lineal measure of the same city, according to the agrarian measure of this province, and is situated at about 130 miles north of St. Louis, bounded north and northwest by vacant lands of the royal domain, northeast and east by the river Mississippi, south by lands of Charles Fremon Delauriere, and southwest by lands of the royal domain. Said survey and measurement was done without regard to the variation of the needle, which is seven degrees thirty minutes east, as appears by the preceding figurative plat, on which are noted the dimensions, courses of the lines, other boundaries, &c. Said survey was taken by virtue of the decree of the lieutenant governor and sub-delegate of the royal treasury, Don Carlos Dehault Delassus, under date of 28th of February, 1800, here annexed; and in order that all what is here above mentioned may be available, I do give the present, with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, Mr. James Rankin, under date of 29th December, 1803, who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

St. Louis of Illinois, *January*, 20, 1804.

Truly translated.

JULIUS DE MUN.

St. Louis, *May*, 25, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
149	Victor Lagoterie.	Arps. 800	Concession, 28th February, 1800.	Carlos Dehault Delassus.	James Rankin, Decem'r 29, 1803; certified by Soulard, January 20, 1804; 690 arpens on Salt river, and 110 on the Mississippi.

Evidence, with reference to minutes and records.

St. Louis, *August* 20, 1813.

Victor Lagoterie (legal representative) claiming 800 arpens of land, county of St. Charles, near Fort Mason, on the western shore of Salt river. Francis Reed, duly sworn, says that he saw claimant on the premises, well established, before the cession to the United States of this territory. He then had a house, corn-field, &c., and was working at the Saline; he saw claimant still in possession of the premises about the year 1808. The salt spring worked by claimant is 12 or 15 miles from this tract.

Joseph Brazeau, duly sworn, says that claimant was in possession of this tract 12 or 13 years ago, at which time witness saw his people making hay, and cultivating a field of corn of four or five arpens. The Saline worked by claimant is distant from the premises 12 or 15 miles.

Denis Julien, duly sworn, says that claimant settled on this tract when Charles D. Delassus was lieutenant governor of the province, in 1800, or 1801; believes it was the former year; believes he remained on the place constantly until about two or three years ago; knows that claimant constantly cultivated the land, and made salt. See recorder's (Bates') Minutes, page 51.

Monday, *May* 20, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Victor Lagoterie, by his legal representatives, claiming 800 arpens of land, to wit, 690 arpens on Salt river, and 110 arpens on the Mississippi, (see record book F, pages 107 and 108; recorder's minutes, page 51,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 28th February, 1800; also two plats of surveys, one for 690 arpens, and the other for 110 arpens, both taken on the 29th December, 1803, and certified by Soulard, on the 20th January, 1804.

M. P. De Luc, duly sworn, says that the signature to the concession is in the proper handwriting of C. D. Delassus, and the signatures to the two plats of surveys are in the proper handwriting of Antonio Soulard. See minutes, No. 6, page 167.

October 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Victor Lagoterie, claiming 800 arpens of land, see book No. 6, page 167, the following testimony was taken by A. G. Harrison, late commissioner, under a resolution of the board passed the 13th May, 1833:

Etienne Quenelle, duly sworn, says that he knew said Lagoterie very well; that he lived on a tract of land on the banks of the Mississippi, above the mouth of Salt river, where he made salt; that, at the time, he, witness, knew him living there; was under the Spanish government; that said Lagoterie had a house and garden on said land; also a small field near the prairie, as witness was informed.

Pierre Palardi, being duly sworn, says that having read the testimony of Etienne Quenelle, as above, and that being well acquainted, personally, with all the facts, makes the above testimony his own, in relation to all that is above testified to.

Peter Teague, being duly sworn, says that he was acquainted with a place called Lagoterie's lick, on the banks of the Mississippi river, above the mouth of Salt river, at the lower end of a little prairie; which said lick was not far from Fort Mason. Witness always understood that Victor Lagoterie's claim included said lick, and that Lagoterie had made salt there. See book No. 7, page 21.

OCTOBER 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Victor Lagoterie, claiming 800 arpens of land. See book No. 6, page 167.

The board are unanimously of opinion that this claim ought to be confirmed to the said Victor Lagoterie, or to his legal representatives, according to the surveys.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 150.—AMIOT, CLAIMING 600 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
150	Amiot.....	Arps. 600	Settlement right	.....	Creve Cœur, district of St. Louis.

Evidence, with reference to minutes and records.

MARCH 25, 1809.

Board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

Manuel Lisa, assignee of Benito Vasquez, assignee of one Amoit, claiming 600 arpens of land situate at Creve Cœur, district of St. Louis, produces to the board a deed of conveyance from Benito Vasquez to claimant, dated 5th February, 1806, for such quantity as was formerly possessed by said Amiot.

Louis Bouri, sworn, says that about twenty years ago he was present as a crier, and made public sale of the effects and property of Amoit, deceased; that Benito Vasquez was the purchaser of a tract of land situate at Creve Cœur village, containing, witness believes, two arpens front by forty in depth; that said Amiot inhabited and cultivated said land six or seven years, and died on the same. Laid over for decision. See minutes, book No. 3, page 517.

JULY 17, 1810.

Board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

Manuel Lisa, assignee of Benito Vasquez, assignee of one Amiot, claiming 600 arpens of land. See book No. 3, page 517. The board order that this claim be surveyed conformably to the possession of said Amiot. See book No. 4, page 440.

JANUARY 15, 1812.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Manuel Lisa, claiming under Amiot. See book No. 4, page 440. A majority of the board declare that they would have granted this claim, under the provisions of the second section of the act of the 3d March, 1807, had it been found not to have exceeded 600 arpens. John B. C. Lucas, commissioner, makes the same remarks as in the claim of V. Bouis (page 561), to wit: John B. C. Lucas, commissioner, declares that he cannot give an absolute vote, under the present circumstances, upon this claim, inasmuch as the board has heretofore ordered a survey to be made for the purpose of ascertaining the quantity, and inasmuch as the same reasons which induced the board to make said order previous to the decision of the claim still exists, and the said order remains in force, not having been rescinded. He further remarks that the claim ought to be granted, without being able to say, at present, what quantity. See minutes, book No. 5, page 561.

MAY 18, 1833.

F. R. Convey, Esq., appeared pursuant to adjournment.

Amiot, by his legal representatives, the heirs of Robert Buchanan, claiming, under settlement right, 600 arpens of land situated at Creve Cœur. See record book D, page 232; minutes, book No. 3, page 517; No. 4, page 440; No. 5, page 561, and No. 6, page 167.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners

Amoit, claiming 600 arpens of land. See book No. 6, page 167.

The board are unanimously of opinion that this claim of 600 arpens ought to be granted to the said Amiot, or to his legal representatives, according to possession. See book No. 7, page 31.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 151.—Mathurin Bouvet, claiming six arpens square.

Don Manuel Perez, &c.

Cognizance being taken of the statement made in the memorial presented by Mathurin Bouvet, an inhabitant residing in the town of St. Charles of Missouri, jurisdiction of St. Louis, dated 7th instant, I have granted, and do grant, to him, in fee simple, for him, his heirs, or others who may represent his right, the six arpens square of land which he solicits, considering that he has already established it in part, having built his house on said lot, and being a resident of the said town of St. Charles. Said piece of land is situated on the outskirts of said town, bounded on the north by the lot of Bivi Renau, and on the other sides by the royal domain, fronting the river Missouri; and it shall be liable to the public charges, and others which it may please his Majesty to impose.

MANUEL PEREZ.

Given in St. Louis of Illinois, *May* 9, 1792.

Truly translated from livre terrien, book No. 4, page 27.

JULIUS DE MUN.

St. Louis, *August* 13, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
151	Mathurin Bouvet.	Arps. 36	Concession, 19th May, 1792.	Manuel Perez...	St. Charles, special location.

Evidence, with reference to minutes and records.

May 22, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Mathurin Bouvet, by his legal representatives, claiming six arpens square of land. See livre terrien, No. 4, page 27; record book F, page 197.

Gregoire Kiercereau, duly sworn, says he knows that Mathurin Bouvet owned and established a piece of land at the upper part of the town of St. Charles; that said Bouvet employed the deponent's father and the deponent himself to cut and haul the timber for building a house and a large horse-mill; that, as well as he can recollect, it is more than forty years ago that said buildings were erected, as also several other small buildings; that said Bouvet remained on said place, he cannot say exactly how long, but thinks twenty or twenty-two years; that said land is situated on the western side of the continuation of Main street, and is bounded south by the deponent's land, north by lands formerly belonging to the deponent's father, west by lands claimed as commons, and east by said Main street. He further says that he can show the places where the buildings stood. See minutes, No. 6, page 168.

October 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Mathurin Bouvet, claiming six arpens of land. See book No. 6, page 169.

The board are unanimously of opinion that this claim ought to be confirmed to the said Mathurin Bouvet, or to his legal representatives, according to the concession. See book No. 7, page 31.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 152.—John Vallet, cliaiming 400 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
152	John Vallet....	Arps. 400	Settlement right.....		John Harry, deputy surveyor; February 26, 1806. Received for record by Antonia Soulard, February 28, 1806, district of St. Charles.

Evidence, with reference to minutes and records.

August 29, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esqrs.

John Cook, assignee of John Vallet, claiming as aforesaid, (under the second section of the act,) four hundred arpens of land situate in the district aforesaid, (St. Charles,) produces a survey of the same, taken the 20th, and certified the 28th February, 1806, and a deed of transfer of the same, dated the 12th May, 1803.

Noel Hebert, being duly sworn, says that he saw the said John Vallet on the said tract of land in the year 1802; that he was then ploughing.

The board reject this claim. See minutes, No. 1, page 510.

AUGUST 8, 1807.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates, Esqrs.

John Cook, assignee of John Vallé, produces a certified copy of a deed, dated May 12, 1803, from John Vallé to claimant; also a plat and certificate of survey, dated February 20, 1806, and certified to be received for record February 28, 1806.

Joseph Sorain, being duly sworn, says that eight years ago, he, said Vallé, moved on said land, and continued there about one week; after which he left it, and went to reside at St. Charles; that, in the fall of the same year, he, the said Vallé, went back to the same place, gathered his corn, and took it to St. Charles. Laid over for decision. See minutes, book No. 3, page 69.

JUNE 29, 1808.

Board met pursuant to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose.

John Cook, assignee of John Vallet, claiming four hundred arpens of land in the district of St. Charles.

John Vallet, sworn, says that he has no interest in this claim; that he, witness, is the father of seven children, and improved said land in the beginning of the year 1800, and worked thereon until May, 1803, when he sold the same to claimant, and resided on the same during the time of raising his crops, with his wife and children; that after having been one year on the land, he applied to Don Carlos Delassus, lieutenant governor, for permission to settle; said lieutenant governor told him (deponent) to take his plough and go on with his work, and nobody should disturb him.

Antoine Marechal, sworn, says that he was on the place claimed in the spring of 1803; then saw cornstalks in a field which appeared to have been cultivated the year before, and also at same time saw about three-fourths of an acre ploughed round the houses for a garden: that he, deponent, inhabited and cultivated the land claimed the last year, 1807. Laid over for decision. See book No. 3, page 215.

DECEMBER 5, 1809.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

John Cook, assignee of John Vallet, claiming four hundred arpens of land. See book No. 1, page 510; book No. 3, pages 69 and 215. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 224.

MAY 22, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Vallet, by his legal representatives, claiming four hundred arpens of land. See record book B, page 214; minutes, No. 1, page 510; No. 3, pages 69 and 219, and No. 4, page 224.

MAY 23, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of John Vallet, claiming four hundred arpens of land. See page 169 of this book, No. 6.

Albert Tison, duly sworn, says that in 1803, about the middle of December, he staid one night at Mr. Cook's, who had purchased Vallet's improvement, and said Cook had then a large field and cabin; that the place appeared to have been settled several years before the deponent saw it; that said Cook had his family residing along with him, and lived on said place until his death, which happened five or six years afterwards. See No. 6, page 171.

OCTOBER 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of John Vallet, claiming four hundred arpens of land, see No. 6, page 169, the following testimony was taken by A. G. Harrison, late commissioner, under a resolution passed by the board on May 13, 1833.

Jean Prieux, being duly sworn, says that about thirty-four years ago, the said John Vallet, alias Bourbonné, made an improvement near the Cave spring, in St. Charles county; that his claim included said spring; that he had a house on it, and some ploughed ground; that he had a wife and five children at the time mentioned.

Pierre Quebec, alias Violet, being duly sworn, says that, about thirty-three or thirty-four years ago, John Vallet settled and improved a place, including the Cave spring, in St. Charles county; that he had a house and field on the said place at the time mentioned.

The following testimony was taken by J. S. Mayfield, commissioner:

Charles Denné produced and sworn, states on his oath, that, in the year 1801, John Vallet was in possession of the above-named tract of land; that said Vallet was a man of family; that he erected and built on said tract of land a house, and had in cultivation about six acres of ground; the same was not enclosed, as, at the time, the St. Charles commons were enclosed, and cattle could not get to it; and, further, that the same tract always went by the name of the Cave Spring tract, there being upon the same a large cave spring. Deponent further states that about two years afterwards the said Vallet sold the same tract and improvement to John Cook, whose son-in-law lived on the same about one year, under

Cook, and whose name was Antoine Marechal; and deponent further states that the said Vallet lived in the house on said place, when there at work; and that Cook, above named, continued to reside in this country where he died; and that the tract mentioned above was surveyed after Cook became the purchaser, by John Harvey, and deponent assisted in making said survey.

Sworn to this 3d day of July, 1834, at St. Charles.

J. S. MAYFIELD, *Commissioner.*

Joseph Voisard, sworn, on his oath, states, by his interpreter, Charles Denny, who was sworn a true interpretation to give, that, about thirty-five or thirty-six years ago, Vallet made a small improvement on the above tract of land; that he built a house on the same, and enclosed a garden spot near the Cave spring; that Vallet lived there while at work. Deponent further states, he was not at the sale, but understood Vallet sold the same tract of land to John Cook, who put his son-in-law, Marechal, mentioned above, to live on it, which he thinks was after the change of government.

Gabriel Latreille produced and sworn, states that, in the year 1802, he knows of Mr. Vallet cultivating the land alluded to above; that he had in cultivation two or three arpens of land, and built a house upon the same; and deponent further states that he, Vallet, cultivated the same for about two years, and sold to John Cook, who occupied and possessed the same until sold under execution by the sheriff; and deponent further states that the tract, as he understood, amounted to 400 or 450 arpens, and embraced what was then called Vallet's spring.

Sworn to this 4th day of July, 1834.

JAMES. S. MAYFIELD, *Commissioner.*

See book No. 7, page 14.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Vallet, claiming four hundred arpens of land. See book No. 6, page 169.

The board are unanimously of opinion that four hundred arpens of land ought to be granted to the said John Vallet, or to his legal representatives. See book No. 7, page 31.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

NO. 153.—CAMILLE DELASSUS, CLAIMING 2,500 ARPENS.

To Mr. Charles Dehault Delassus, lieutenant colonel in the armies of his Catholic Majesty, and lieutenant governor of Upper Louisiana:

Camille Delassus, son of Peter Charles Dehault Delassus de Luziere, civil and military commandant of the post of New Bourbon of Illinois, and residing therein, humbly supplicates, and has the honor to represent, that since 1792, when his said father came to settle in Illinois, your petitioner has constantly thought of settling himself near him; and having manifested his intentions on this subject to his lordship the baron de Carondelet, he was assured by this governor general of the province that he should have a concession granted to him in any part of Illinois he might select, as appears by the copy (here annexed) of the official letter, directed to his said father on the 8th of May, 1793, by the said governor general, who, at the same time, gave orders to Don Zenon Trudeau, your predecessor, to grant to the petitioner the said concession, which he has delayed until now to locate and petition for, only on account of his youth, and his desire to get thoroughly acquainted, by remaining with his father, with the labors of agriculture and the searching and working of lead mines. Now that he finds himself old enough and able to manage well a farm and to work lead mines, with his hired hands, his slaves, and the cattle he owns, he supplicates you to grant to him a concession of 2,500 arpens of land in superficie, situated towards Grand river and river Platte, bounded on all sides by his Majesty's domain; the petitioner preferring that place to any other, as he will be able, from there, to oversee the works going on at his father's mine, situated on a branch or fork of the river St. Francis, called Gaboury; so that, with the lead he will discover and manufacture on the concessions he solicits he may make up for the considerable and unprofitable expenses his father has been at on his said mine.

The petitioner flatters himself so much the more of obtaining this favor, as, in his capacity of sublieutenant of militia, and being acquainted with the English language, he has very frequently been employed in the post commanded by his father, and has shown his zeal and disinterestedness in the royal and public service. Therefore, the petitioner has recourse to you, sir, praying that you may be pleased, conformably to the above-mentioned orders, and to the evident intentions of the government, to grant to him the aforesaid concession of 2,500 arpens, and, consequently, give orders to Don Antonio Soulard, surveyor of Upper Louisiana, to survey the said concession, and to make a plat and certificate of said survey. In so doing, the petitioner will ever pray for the preservation of your days.

CAMILLE DELASSUS.

NEW BOURBON, *October* 3, 1799.

ST. LOUIS OF ILLINOIS, *October* 12, 1799.

In consequence of the foregoing memorial, and of the document annexed to it, and also in consideration of the two official letters of the baron de Carondelet, late governor of these provinces, dated 7th and 8th of May, in the year 1793, which are of record in this archive, the surveyor, Don Antonio Soulard, shall survey the 2,500 arpens of land in superficie, which the party interested solicits, conformably to the orders of the said governor; and, afterwards, the said party, in order to obtain his title of concession in form, shall have to apply to the intendant general of these provinces, to whom alone belongs, by royal order, the right of granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that on the first day of the month of November, of last year, (in consequence of the foregoing decree of Don Carlos Dehault Delassus, lieutenant governor of these settlements,) I went on the land of Don Camille Delassus, in order to survey the same, according to his demand and other documents, the said land containing 2,400 arpens and 34 perches in superficie, which measurement was made in presence of the proprietor and adjoining neighbors, with the perch of Paris, of 18 feet in length, according to the custom adopted in this province of Louisana, without regard to the variation of the needle, which is seven degrees 30 minutes east, as appears by the foregoing figurative plat. The said land is situated at about 26 miles southwest of the post of St. Genevieve, and bounded on its four sides as follows: north by lands of Thomas Alleys and of William Montgomery; south and east by vacant lands of the royal domain; and west, in part by the said royal domain, and by lands of Joseph Gerrard and Patrick Fleming. And, in order that it may be available where needed, I do give the present certificate, together with the foregoing figurative plat, on which are indicated the dimensions and the natural and artificial limits of said land. ANTONIO SOULARD.

St. Louis of Illinois, *January* 10, 1800.

Truly translated from the originals. JULIUS DE MUN, *T. B. C.*
St. Louis, *September* 16, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
153	Camille Delassus.	Arps. 2,400 and 34 perch.	Concession, 12th October, 1799.	Carlos Dehault Delassus.	Antonio Soulard, 1st November, 1799; certified 10th January, 1800; 26 miles southwest of St. Genevieve.

Evidence, with reference to minutes and records.

December 24, 1811.

Board met. Present: John B. C. Lucas, Clement C. Penrose and Frederick Bates, commissioners

Camille Delassus, claiming 2,400 arpens, 34½ perches of land situate on the waters of Big river, district of St. Genevieve, produces record of a concession from Charles D. Delassus, lieutenant governor, dated 12th October, 1799; a plat of survey, dated 1st November, 1799, certified 10th January, 1800.

The board make the same remarks as in the claim of Amable Partenais, page 533, as respects the rough minutes, to wit: The testimony of Baptiste Vallé and Jean Lemoine, stated in the report of the agent to have been taken on the 12th August, 1806, and copied by the said agent, together with the opinion of the board, from the rough minutes, which must be understood from the rough minutes of the board, is not deemed by the present board to be proper and legal evidence, inasmuch as the said testimony and opinion never were entered on the fair minutes of the board, which are the sole minutes known in law and acknowledged by the commissioners. The board remark that no kind of testimony suggests or makes it appear that the land claimed includes a lead mine, and the board would have confirmed the same had it not been included in the agent's report. See Partenais' claim, No. 5, page 533, and the same remarks as in the claim of Easton and Bruff, page 537, to wit: The testimony of James Kieth and Ezekiel Eastridge, stated in the report of the agent to have been taken on the 2d December, 1807, and copied by the said agent from the rough minutes, which must be understood from the rough minutes of the board, is not deemed legal evidence, inasmuch as the same was ordered by the board not to be transcribed, and was not transcribed, for the following reasons: that the board had established a rule not to receive evidence partially, but to receive all the testimony at one time, unless, from the peculiar situation of the parties, the testimony offered could not be offered again; in that case, the same was attested on the rough minutes by the signature of a majority of the commissioners. The object of the rule was, generally, not to let the testimony open to be improved and enlarged by the parties, the board conceiving that this opportunity might have been greatly abused, (see Easton and Bruff's claim, No. 5, page 537,) as respects the testimony taken on the 1st and 2d of December, 1807. It is the opinion of a majority of the board that this claim ought not to be confirmed. Frederick Bates, commissioner, forbears giving an opinion. See minutes, No. 5, page 539.

June 12, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Camille Delassus, by his legal representative, John T. Smith, claiming 2,400 arpens and 34 perches of land, (see record, book C, pages 447 and 448; minutes, No. 5, page 539,) produces a paper purporting to be an original concession from Carlos D. Delassus, dated 12th October, 1799; also a plat of survey taken 1st November, 1799, and certified 10th January, 1800, by Antonia Soulard. See minutes No. 6, page 175.

November 1, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

In the case of Camille Delassus, claiming 2,400 arpens and 34 perches of land, see page 175 of this book, (No. 6.)

General Bernard Pratte, duly sworn, says that the signature to the concession is in the proper handwriting of C. D. Delassus, and that he knows that the petitioner, Camille Delassus, was an inhabitant of this country at the date of the grant. See minutes, No. 6, page 290.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Camille Delassus, claiming 2,400 arpens and 34 perches of land. See book No. 6, page 175.

The board are unanimously of opinion that this claim ought to be confirmed to the said Camille Delassus, or to his legal representatives, according to the concession. See book No. 7, page 31.

F. R. CONWAY.
JAMES S. MAYFIELD.
JAMES H. RELFE.

No. 154.—ANTOINE PRATTE, JR., CLAIMING 500 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

SIR: Anthony Pratte, junior, has the honor to represent to you, that considering agriculture as the most proper and surest means to provide, hereafter, for the maintenance and independence of his family, he has made choice of a tract of land situated on Grand river, where he supplicates you to have the goodness to grant to him the concession of a tract of land of 500 arpens in superficie, for which he would already have had a title, if he had immediately taken advantage of the offer made to him by your predecessor, Don Zenon Trudeau, of the said quantity of land. Confiding in your justice, and convinced that the length of time that his family has inhabited this country is known to you, having no other views but to put in practice the sentiments of fidelity and submission in which his father has brought him up, he believes with confidence that you will be pleased to grant to him the favor which he solicits of your justice.

ANTHONY PRATTE.

ST. LOUIS, *September* 4, 1799.

ST. LOUIS OF ILLINOIS, *September* 5, 1799.

Whereas we are assured that the petitioner possesses sufficient means to improve the lands he solicits, according to the term of the regulation of the governor general of this province, the surveyor of this Upper Louisiana, Don Antonio Soulard, shall put the petitioner in possession of the five hundred arpens of land which he solicits, for him to enjoy, in the same terms as he asks; and the survey being made, he (the surveyor) shall make out the corresponding certificate of survey, with which the party interested shall apply to the intendant general of these provinces, to whom alone, by order of his Majesty, corresponds the granting of lands and town lots belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated. JULIUS DE MUN.
ST. LOUIS, *July* 18, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
154	Antoine Pratte..	Arps. 500	Concession, September 5, 1799.	Carlos Dehault Delassus.	Big river, district of St. Genevieve.

Evidence, with reference to minutes and records.

DECEMBER 6, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Antoine Pratte, claiming 500 arpens of land situate as aforesaid, (Big river, district of St. Genevieve,) produces record of a concession from Delassus, lieutenant governor, dated September 5, 1799. It is the opinion of the board that this claim ought not to be confirmed. See minutes, No. 5, page 481.

JUNE 25, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, F. R. Conway, commissioners.

Antoine Pratte, heirs and legal representatives of, by their guardian, Dubreuil Villars, claiming 500 arpens of land, (see record, book D, page 71; minutes, No. 5, page 481,) produce a paper purporting to be an original concession from Carlos Dehault Delassus, dated September 5, 1799.

The following testimony was taken before L. F. Linn, Esq., one of the commissioners:

STATE OF MISSOURI, *County of St. Genevieve:*

John Bte. Vallé, aged about 72 years, being duly sworn, saith that he was well acquainted with Charles Dehault Delassus, late lieutenant governor of Upper Louisiana; that the said Charles Dehault Delassus was the lieutenant governor in the year 1799; and this deponent further says that he is well acquainted with the name, signature, and handwriting of the said Charles Dehault Delassus, having frequently seen him write, and that the name and signature of said Charles Dehault Delassus to the con-

cession from him to the said Antoine Pratte, for 500 arpens of land, dated the 5th day of September, in the year 1799, is the proper name, signature, and handwriting of the said Charles Dehault Delassus. And this deponent further says that he was well acquainted with Antoine Pratte, the grantee; that he was, at the date of the grant aforesaid, a citizen, and resident in the province of Louisiana, and that he remained and continued a citizen and a resident of the country till the time of his death.

J. BTE. VALLE.

Sworn to and subscribed before L. F. Linn, one of the commissioners appointed to investigate and report on land claims in Missouri, this 4th day of May, 1833.

LEWIS F. LINN, *Commissioner.*

See minutes, No. 6, page 181.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Antoine Pratt, claiming 500 arpens of land. See book No. 6, page 181.

The board are unanimously of opinion that this claim ought to be confirmed to the said Antoine Pratte, or to his legal representatives, according to the concession. See book No. 7, page 32.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 155.—HENRY PRATTE, CLAIMING 600 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

SIR: Henry Pratte, junior, has the honor to represent to you, that considering agriculture as the surest and most convenient means of securing, hereafter, the existence and independence of his family, he has made choice of a tract of land situated on the Grand river, in which place he supplicates you to have the goodness to grant to him a concession for 600 arpens of land in superficie, for which he would already have had a title, if he had, at the time, taken advantage of the offer made to him by your predecessor, Don Zenon Trudeau, of the same quantity of land. Confiding in your justice, and convinced that the length of time that his family has inhabited this country is known to you; having no other view but to put in practice the sentiments of fidelity and submission in which he has been brought up by his father, he believes with confidence that you will be pleased to grant to him the favor which he solicits of your justice.

HENRY PRATTE.

ST. LOUIS, *September* 4, 1799.

ST. LOUIS OF ILLINOIS, *September* 5, 1799.

Whereas we are assured that the petitioner possesses sufficient means to improve the lands he solicits, in the time fixed by the regulation of the governor of this province, the surveyor of this Upper Louisiana, Don Antonio Soulard, shall put the petitioner in possession of the six hundred arpens of land which he solicits, for him to enjoy the same, in the same terms as he asks; and the survey being made, he (the surveyor) shall make out the corresponding certificate of said survey, with which the party interested shall apply to the intendancy general of these provinces, to which alone corresponds, by order of His Majesty, the granting of lands and town lots belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *July* 18, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
155	Henry Pratte...	Arps. 600	Concession, September 5, 1799.	Carlos Dehault Delassus.	Big river, district of St. Genevieve.

Evidence, with reference to minutes and records.

DECEMBER 6, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Henry Pratte, claiming 600 arpens of land situate on Big river, district of St. Genevieve, produces record of a concession from Delassus, lieutenant governor, dated 5th September, 1799.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 481.

JUNE 25, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, F. R. Conway, commissioners.

Henry Pratte, by his heirs and legal representatives, claiming 600 arpens of land situate on the waters of Big river, in the late district of St. Genevieve, now county of St. Francis (see record, book D, page 71; minutes, No. 5, page 481) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 5th September, 1799. The following testimony was taken before Lewis F. Linn, Esq., one of the commissioners:

John Baptiste Vallé being duly sworn, says, that he was well acquainted with Charles Dehault Delassus; that he was lieutenant governor of the province of Upper Louisiana in the year 1799. The deponent further states that he is well acquainted with the name, signature, and handwriting of said Charles Dehault Delassus; that he has frequently seen him write, and that the name, signature, and handwriting to the concession from the said Charles Dehault Delassus to the said Henry Pratte, dated 5th September, 1799, for 600 arpens of land, is the proper name and signature, and in the proper handwriting of the said Charles Dehault Delassus. And this deponent further says that he was personally acquainted with the said Henry Pratte, and that he was, at the date of the grant, a citizen, and resident in the province of Louisiana; that some time after the date of the grant, the said Henry Pratte went, or was sent, to Canada to complete his education, he being destined for a priest; that when his education was finished, he again returned to this country, and that he continued a citizen, and resident in the country, having entered on the discharge of his clerical functions, until his death; that the said Henry Pratte was a branch of a very large and numerous family which emigrated to this country long before the transfer of the country to the United States.

J. BTE. VALLE.

Sworn to and subscribed before me, Lewis F. Linn, this 4th day of April, 1833.

L. F. LINN, *Commissioner.*

See minutes, book No. 6, page 182.

OCTOBER 9, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Henry Pratte, claiming 600 arpens of land. See book No. 6, page 182.

The board are unanimously of opinion that this claim ought to be confirmed to the said Henry Pratte, or to his legal representatives, according to the concession. See book No. 7, page 22.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 156.—ABRAHAM SMITH, CLAIMING 600 ARPENS.

TERRITORY OF LOUISIANA, *District of St. Louis:*

I, Charles Tayon, formerly commandant of the district of St. Charles, under the Spanish government, do certify to have given, during my command, permission to Abraham Smith to settle himself on four hundred arpens of land near St. Charles, in the district of St. Charles; which verbal permission I have given by virtue of the authority in me vested by orders of Mr. Zenon Trudeau, ex-lieutenant governor of Upper Louisiana.

CHARLES TAYON.

Sworn and subscribed before me, a justice of the peace in and for the township of St. Louis, district of St. Louis, Louisiana Territory. Given under my hand, at St. Louis, May 5, A. D. 1810.

M. P. LE DUC.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *October* 29, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
156	Abraham Smith.	Arps. 600	Settlement claim.	.....	District of St. Charles.

Evidence, with reference to minutes and records.

DECEMBER 9, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Abraham Smith, claiming 600 arpens of land situate in the district of St. Charles, produces notice to the recorder.

It is the opinion of the board that this claim ought not to be granted. See commissioners' minutes, book No. 5, page 499.

ST. LOUIS, *December* 9, 1813.

Abraham Smith, claiming 600 arpens of land; notice only. See minutes, book No. 5, page 499.

Louis Tayon, duly sworn, says that, 10 or 11 years ago, claimant inhabited and cultivated this tract of land; which said tract is situated near the Mamelles, or the bluff; this inhabitation and cultivation commenced two or three years before the change of government, that is to say, when Charles Tayon was commandant of the post of St. Charles; left this tract, as witness believes, about the change of government. (At the margin is the following:) Not granted. See Bates' Minutes, page 75.

DECEMBER 22, 1813.

Abraham Smith. See page 75.

George R. Spencer, being duly affirmed, says that, in 1799, he was at the cabin of claimant on this tract; wheat was sown on this tract in the fall of 1799, which was destroyed by animals; claimant's cabin was inhabited by a family or families, though he did reside there himself.

Wm. Connell, duly affirmed, says that claimant came to the country in the spring of 1798, and in that year raised turnips, and inhabited the tract in a camp; was frequently at the house of this witness; raised a good crop of corn in 1799. Witness sowed wheat in the fall, which did not come to perfection; witness sowed flax for claimant in 1800. In this year, or in 1801, the cabin, corn crib, and fences, were burnt, since which nothing has been done on the land. See Bates' Minutes, page 92.

MAY 20, 1833.

F. R. Conway Esq., appeared pursuant to adjournment.

Abraham Smith, by his legal representatives, claiming 600 arpens of land under settlement right. See commissioners' minutes, book No. 5, page 499; Bates' Minutes, pages 75 and 92; Bates' Decisions, page 33; book D, page 341. See minutes, No. 6, page 170.

OCTOBER 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Abraham Smith, claiming 600 arpens of land, see book No. 6, page 170.

The following testimony was taken by A. G. Harrison, late commissioner, under a resolution of the board, passed on the 13th May, 1833:

Robert Spencer, being duly sworn, says that, in the year 1799, he saw Abraham Smith cultivating a place near the Mamelles, and immediately below Point d'Aulm, where the said Smith had a house, and a field of corn, of about ten acres, on it; that the appearance of the improvement was new, and that he cultivated the same two or three seasons afterwards, as witness now recollects.

Gabriel Latreille, being duly sworn, says that, in the year 1797, Abraham Smith settled near the Mamelles, and in 1798 raised a crop on the place he settled; that he had a house on it, and continued there until 1800, when, being ordered by Charles Tayon, commandant, to keep up his cattle, he left the said place.

The following testimony was taken by James S. Mayfield, commissioner. Claimant at the same time produced a paper purporting to be an affidavit of Charles Tayon, late commandant of St. Charles, certifying to have given to Abraham Smith verbal permission to settle on 400 arpens of land:

Charles Denny, produced and sworn, on his oath states that, in the year 1801 or 1802, deponent saw land broke up on the said tract, which was called Abraham Smith's improvement; he saw no house or enclosure, and Smith had then returned to Kentucky; deponent further states, at that time none of the inhabitants enclosed their lands or improvements, that is, near the common fields; deponent further states that the paper shown him, marked A, is signed in the proper handwriting of Charles Tayon, having seen him write, who was commandant of St. Charles from about 1800 up to the change of government.

Sworn to this 3d July, 1834, at St. Charles.

JAMES S. MAYFIELD, *Commissioner.*

Gabriel Latreille, produced and sworn, on his oath states through his interpreter, who was sworn a true interpretation to give, that, in 1797, a Mr. Smith was living on a tract of land near the town of St. Charles, said land now being in the possession of James Lindsey; that Smith lived there with his family, and had seven or eight arpens of land enclosed and in cultivation; that Mr. Smith lived there for some time afterwards, and the place was left vacant, unoccupied, and unclaimed, by any one else, until about fifteen years ago, when Mr. James Lindsey took possession of it; and deponent further states, he does not recollect the given name of Mr. Smith, but does not, or did not know of any other Smith in the country at that time, nor of any other man of that name, who settled and improved a tract of land near the town of St. Charles, during the existence of the Spanish government.

Sworn to before me, the 4th day of July, 1834.

JAMES S. MAYFIELD, *Commissioner.*

See book No. 7, page 16.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Abraham Smith, claiming 600 arpens of land. See book No. 6, page 170.

The board are unanimously of opinion that 600 arpens of land ought to be granted to the said Abraham Smith, or to his legal representatives. See book No. 7, page 33.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 157.—P. AUGUSTE PRATTE, CLAIMING 600 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

SIR: Pierre Auguste Pratte, jr., has the honor to represent to you that, considering agriculture as the surest and most proper means of securing, hereafter, the maintenance and independence of his family, he has made choice of a piece of land situated on the Grand river, at which place he supplicates you to have the goodness to grant to him a concession for 600 arpens in superficie, for which he would have had

already a title, if, at the time, he had taken advantage of the offer made to him by your predecessor, Don Zenon Trudeau, of the same quantity. Confiding in your justice, and convinced that the length of time that his family has inhabited this country is known to you; having no other views but to put in practice the sentiments of fidelity and obedience in which he has been brought up by his father, he believes, with confidence, that you will be pleased to grant to him the favor which he solicits of your justice.

P. AUGUSTE PRATTE.

St. Louis, *September* 4, 1799.

St. Louis of Illinois, *September* 5, 1799.

Whereas we are assured that the petitioner possesses sufficient means to improve the land he solicits, in the time fixed by the regulation of the governor general of this province, the surveyor of this Upper Louisiana, Don Antonio Soulard, shall put the petitioner in possession of the 600 arpens of land which he solicits, in order that he shall enjoy the said land, in the same terms as he asks; and the survey being executed, he (the surveyor) shall make out the corresponding certificate of survey, with which the party interested shall apply to the intendancy general of these provinces, to which alone corresponds, by order of his Majesty, the granting of lands and town lots belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

St. Louis, *July* 18, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
157	Pierre Auguste Pratte.	Arps. 600	Concession, 5th September, 1799.	Carlos Dehault Delassus.	On Big river, district of St. Genevieve.

Evidence, with reference to minutes and records.

December 6, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Pierre Auguste Pratt, claiming 600 arpens of land situate on Big river, district of St. Genevieve, produces record of a concession from Delassus, lieutenant governor, dated 5th September, 1799.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 480.

June 25, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Pierre Auguste Pratte, claiming 600 arpens of land situate on the waters of Big river, (see record, book D, page 70; minutes, book No. 5, page 480,) produces a paper purporting to be an original concession from Charles Dehault Delassus, lieutenant governor, dated 5th September, 1799.

State of Missouri, *County of St. Genevieve:*

John Baptiste Vallé, aged about 72 years, being duly sworn, says that he was well acquainted with Charles Dehault Delassus; that he was lieutenant governor of the province of Upper Louisiana in the year 1799. This deponent further says that he is well acquainted with the name, signature, and handwriting of the said Charles Dehault Delassus, having frequently seen him write, and that the name, signature, and writing to the concession from him to the said P. A. Pratte, dated the 5th September, in the year 1799, for 600 arpens of land, is the proper name, signature and handwriting of the said Charles Dehault Delassus; and this deponent further says that he is well acquainted with the said Pierre Auguste Pratte, and that he was, at the date of the concession aforesaid, a citizen, and resident in the then province of Louisiana, and that he has continued a citizen of the country, and still is so.

J. BTE. VALLE.

Sworn to and subscribed before me, Lewis F. Linn, this 4th day of May, 1833.

L. F. LINN, *Commissioner.*

See minutes, book No. 6, page 184.

October, 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Pierre Auguste Pratte, claiming 600 arpens of land. See book No. 6, page 184.

The board are unanimously of opinion that this claim ought to be confirmed to the said Pierre Auguste Pratte, or to his legal representatives, according to the concession. See book No. 7, page 33.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 158.—Joseph Pratt, claiming 20,000 arpens.

To Don Zenon Trudeau, lieutenant governor of Upper Louisiana:

Joseph Pratte supplicates you very humbly, and has the honor to represent that, wishing to form a settlement, and seeing that the lands of the domain in the vicinity of this village are barren and uncultivable, in consequence, he went to look out for lands on the waters of the river St. Francis, where he found some suitable to his views, as well for agriculture as for the raising of a great quantity of cattle, with which he is well provided; therefore, he has recourse to you, sir, praying that you will be pleased to grant to him, in full property, for him, his heirs or assigns, a concession for twenty thousand arpens of land in superficie, in the place above indicated; quantity which is proportionate to his strength and means for improving them. Favor which your petitioner expects of the generosity of the government you represent, and which he has the honor to serve. And he shall never cease to pray for your happiness and prosperity.

JH. PRATTE.

St. Genevieve, *September* 28, 1797.

Don Zenon Trudeau, lieutenant governor of the western part of Illinois, &c.

The surveyor, Don Antonio Soulard, shall survey, in favor of the party interested, the twenty thousand arpens of land which he solicits, in the place mentioned, provided they are vacant; and he shall deliver to said party a plat and certificate of survey, in order that, together with this decree, they shall serve to him as a title for his property, until the corresponding title in form be delivered to him by the governor general, to whom he shall have to apply in due time.

ZENON TRUDEAU.

St. Louis, *October* 17, 1797.
Truly translated.

JULIUS DE MUN.

St. Louis, *July* 18, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
158	Joseph Pratt...	Arps. 20,000	Concession, 17th October, 1797.	Zenon Trudeau.	John Hawkins, 4th September, 1817, on the waters of St. Francis.

Evidence, with reference to minutes and records.

December 6, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Joseph Pratte, claiming 20,000 arpens of land, situate on the river St. Francis, district of St. Genevieve, produces record of a concession from Zenon Trudeau, lieutenant governor, dated 17th October, 1797.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, No. 5, page 481.

June 25, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison and F. R. Conway, commissioners.

Joseph Pratte, for himself and others, assignees under him, to wit, Francis Vallé, Charles C. Vallé, Robert T. Brown, and Catherine Brown, his wife, Walter Wilkinson, and Emily Wilkinson, and George Bullet, the legal representatives of Celestie M. Allen, claiming 20,000 arpens of land situate in the late district of St. Genevieve, now county of Washington, (see record, book D, page 70; minutes, book No. 5, page 481,) produces a paper purporting to be an original concession from Zenon Trudeau, dated 17th October, 1797; also a plat of survey, dated September 4, 1817, by John Hawkins; also, deed of conveyance from Joseph Pratte and wife.

State of Missouri, *County of St. Genevieve:*

Charles McLane, aged 55 years, being duly sworn, deposeth and saith that he is well acquainted with the said Joseph Pratte, and has been so ever since he can remember anybody, for both this witness and said Pratte were born in this country, and have always and still do reside in the same. And this witness further says that some 32 or 33 years ago, this deponent does not particularly remember the year, but it was 5 or 6 years before the American government took possession of this country, he, this deponent, in company with one Lewis Canon and one Stephen Dalinel, (now deceased,) at the request of Mr. Francis Vallé then the commandant of this post, did go to a piece of land situate on the waters of the river St. Francis, about 16 miles distant from the Mine à Breton, for which he understood a concession had been or would be applied for, and on which it was then understood there was a large quantity of iron ore; that this witness and the others were sent to dig pits and holes to ascertain the probable quantity of ore, and bring samples of the same. And this deponent further says, that himself and the others aforesaid did go and dig and work on said land, and procure the samples of the ore as aforesaid. And further this deponent says, that, by instructions to him given, he did mark and blaze the trees round the said land, to ascertain the boundaries; and that said Francis Vallé, son of the commandant, with Walter Fenwick, son-in-law of said Francis Vallé, sr., and an American whose name he does not recollect, went again the next following year to the same place, for the purpose of showing the iron ore to the American

gentleman. And this deponent further says that it is well known in the country at the time that a concession had been obtained for the said land on which the iron ore had been found as aforesaid. And he further says that the marks and blazes, spoken of before, to designate the place, were a few years ago, and perhaps still are, visible and conspicuous; that said tract of land is remarkable, being almost included in the fork of a creek called by the French thus, La Fourche du Pore, being a part of the waters of the river St. Francis. And this deponent further says that he has several times been on the said tract of land since it was surveyed under the said concession, and that the said tract, so surveyed, is the same which he had so examined and marked and blazed some thirty odd years ago; and that he further knows that the said land has been and is continually claimed under the same concession ever since, and now is so claimed. And this deponent further says that he, for the claimant, built a cabin on the said land at the time he worked there. And this deponent further says that he, the said Joseph Pratte, Robert T. Brown, François Vallé, and Walter Wilkinson, with hands, went in the neighborhood of said land, many years since, to make a furnace, forge, or bloomery, to wash said ore, and that they built cabins and shop, and that they dug for a seat to build the works.

his
CHARLES + McLANE.
mark.

Sworn to and subscribed before me, Lewis F. Linn, this 30th day of October, 1832.

L. F. LINN, *Commissioner.*

And also came John Baptiste Vallé, sr., aged about 72 years, who, being duly sworn as the law directs, deposeth and saith that he is and was well acquainted with Zenon Trudeau, late lieutenant governor of Upper Louisiana; that he was the lieutenant governor in the year 1797. This deponent says he is well acquainted with the handwriting and signature of the said Zenon Trudeau, having seen him write, and that the name and signature of the said Zenon Trudeau to the concession to Joseph Pratte for 20,000 arpens of land, dated the 17th day of October, in the year 1797, is the proper name, handwriting, and signature of the said Zenon Trudeau. And this deponent further says that he is well acquainted with Joseph Pratte, the grantee in said concession; that he was, at the date of said concession, a citizen and resident in the then province of Louisiana, and that he has continued a citizen and resident ever since, and still is; that the said Pratte was a member of a very large and respectable family, and had in himself considerable means and property, which, with such assistance as his connections were able to give him, placed it in his power to render the grant to him available; that he always understood that the grant was in trust for the said Joseph Pratte and the others in the deed to them named, and that the family for whose use the grant was obtained had, collectively, large means, a great number of negroes, and large stock, and that the said Pratte was influential with the Indians, and, in connection with his father, aided and gave much assistance in keeping peace and maintaining relations of friendship and amity between them and the whites; that, in the early settlement of the country, the Indians were troublesome, killed people, drove off the cattle, and prevented the spreading of the settlements, and it was considered as rendering both the people and the government great and essential services to suppress that disposition of the Indians, and maintain peace, so as to enable the settlements to expand and spread through the country.

JOHN BTE. VALLE.

Sworn to and subscribed before me, Lewis F. Linn, this 4th May, 1833.

L. F. LINN, *Commissioner.*

See minutes, No. 6, page 185.

OCTOBER 13.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Pratte, claiming 20,000 arpens of land. See book No. 6, page 186.

The board are unanimously of opinion that this claim ought to be confirmed to the said Joseph Pratte, or to his legal representatives, according to the concession. See book No. 7, page 33.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 159.—LOUIS BOLDUC AND PARFAIT DUFOUR, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Louis Bolduc, sr., and Parfait Dufour, sr., have the honor to represent that they own and cultivate, since more than five years, with the permission of their commandant, and also that of the lieutenant governor, Don Zenon Trudeau, a tract of land situated at the place known under the name of Fourche á Duclos, (Duclos' fork,) adjoining on one side the land of Michael Placette. They hope that their delaying to make their demand in a regular manner shall not be looked on by you as a motive for excluding them from enjoying the favor which was promised to them by your predecessor. Full of confidence they supplicate you to have the goodness to grant to them in the place above mentioned, in full property, the concession for a tract of land of about twenty arpens in front, more or less, by forty in depth. The long time they have been settled in the country being known to you, as also their respective means, and the proofs of fidelity they have given to the government, will induce their worthy commandant, Mr. Vallé, to recommend them to you according to their merits.

Full of confidence in your justice and in the generosity of the government, they hope that you will be pleased to do justice to their demand in a manner favorable to the accomplishment of their wishes.

his
LOUIS × BOLDUC.
mark.
his
PARFAIT × DUFOUR.
mark.

ST. GENEVIEVE, *April* 17, 1803.

Be it forwarded to the lieutenant governor, with information that the statement made by the petitioners is conformable to truth; that they are some of the most ancient inhabitants of the country, fathers of numerous families, owners of slaves; that their fidelity to the government has been tried; and that they appear, under all points of view, to be worthy to obtain the favor which they solicit of your justice; circumstances which authorize me to recommend them particularly.

FRANCISCO VALLE.

St. Genevieve, *April* 17, 1803.

St. Louis of Illinois, *April* 25, 1803.

In consequence of the information given by the commandant of the post of St. Genevieve, Captain Don Francisco Vallé, and considering that the petitioners are some of the most ancient inhabitants of this country, whose known conduct and personal merit are recommendable; and whereas we are assured that they possess more than the means and number of hands necessary to obtain the concession which they solicit, I do grant to them and their heirs, the land which they solicit, provided it is not to the prejudice of any person; and the surveyor, Don Antonio Soulard, shall put the parties interested in possession of the quantity of land they ask in the place indicated; and this being done, he shall make out a plat of his survey, delivering the same to the said parties, with his certificate, in order to serve to them to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

St. Louis, *July* 19, 1833.

Number.	Names of original claimants.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
159	Parfait Dufour and Louis Bolduc.	Arps. 800	Concession, 25th April, 1803.	Carlos Dehault Delassus.	On Duclos' fork.

Evidence, with reference to minutes and records.

November 13, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Louis Bolduc and Parfait Dufour, sr., claiming 800 arpens of land situate on Fourche á Duclos, (Duclos' fork,) district of St. Genevieve, produce a concession from Charles D. Delassus, lieutenant governor, dated 25th April, 1803.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 403.

June 26, 1833.

Parfait Dufour and Louis Bolduc, by their heirs and legal representatives, claiming 800 arpens of land situate on the waters of Fourche á Duclos, (Duclos' fork,) county of St. Genevieve—see record, book B, page 88; minutes, No. 5, page 403—produce a paper purporting to be an original concession from Carlos Dehault Delassus, dated 25th April, 1803.

Joseph Pratte, being duly sworn as the law directs, deposeth and saith that he was well acquainted with Charles Dehault Delassus; that he was the lieutenant governor of the province of Upper Louisiana in the year 1803; and this deponent further says that he is well acquainted with the name, signature, and handwriting of the said Charles Dehault Delassus, having frequently seen him write, and that the name, signature, and handwriting to the concession from the said Charles Dehault Delassus to the said Parfait Dufour and Louis Bolduc, for 800 arpens of land, dated the 25th day of April, in the year 1803, is the proper name, signature, and in the proper handwriting of the said Charles Dehault Delassus. And this deponent further says that he was well acquainted personally with the said Parfait Dufour and Louis Bolduc; that at the date of the grant they were both citizens and residents in the then province of Upper Louisiana, and that they both continued as such citizens and residents in the country until the time of their deaths, which took place some few years since; that they were both industrious laboring men, and both had families, houses, and stock to a considerable amount. And this deponent further says that he was well acquainted with Francis Vallé; that he has frequently seen him write; that he was the commandant of the post of St. Genevieve in the year 1803, and that the name and signature to the recommendation to the said grant, dated the 17th day of April, 1803, is the proper name and signature, and in the proper handwriting of the said Francis Vallé.

JH. PRATTE.

Sworn to and subscribed May 3, 1833.

L. F. LINN, *Commissioner.*

And also came Sebastian Butcher, aged about fifty-two years, who, being duly sworn as the law directs, deposeth and saith that he was well acquainted with Parfait Dufour and Louis Bolduc; that they were citizens and residents in this country when he came to it in the year 1797, and have hitherto continued so until their death; that he knows the tract of land above described, has been on the same, and knows they had small houses (usually called cabins) on the same about twenty-eight years ago, and that the cabins had then the appearance of being severel years old, one having been renewed. And he also

knows that they continued to occupy the cabins aforesaid, and retained the unmolested possession of the property during their lives; and that when he first saw the land it was called and known as the land of said Parfait Dufour and Louis Bolduc.

his
SEBASTIAN × BUTCHER.
mark.

Sworn to and subscribed before me, Lewis F. Linn, one of the commissioners appointed to investigate and report on land claims in the State of Missouri, this 4th day of May, 1833.

L. F. LINN *Commissioner.*

Minutes, No. 6, page 189.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Parfait Dufour and Louis Bolduc, claiming 800 arpens of land. See book No. 6, page 189.

The board are unanimously of opinion that this claim ought to be confirmed to the said Parfait Dufour and Louis Bolduc, or to their legal representatives, according to the concession. See book No. 7, page 33.

JAMES H. RELFE.
F. R. CONWAY.
JAMES S. MAYFIELD.

No. 160.—J. BAPTISTE VALLE, CLAIMING 7,056 ARPENS.

To Don Zenon Trudeau, lieutenant colonel and lieutenant governor of the western part of Illinois:

Baptiste Vallé, captain in the militia of his Catholic Majesty, has the honor to represent to you that, seeing that emigration appears to come towards these parts, he would wish to obtain a quantity of land sufficient for him and his numerous family; therefore, he has the honor to pray you to grant to him a concession of 84 arpens of land in front by 84 in depth, bounded on the right by the concession demanded by François Vallé, jr., in ascending the river called the Establishment, at the distance of about four leagues from the village of the Little Hills of St. Genevieve, and to the west-northwest of the said village; favor which he hopes to obtain of your justice.

J. BTE. VALLE.

ST. GENEVIEVE, *June* 15, 1796.

ST. GENEVIEVE, *June* 18, 1796.

Be it forwarded to the lieutenant governor, with information that the land demanded belongs to the King's domain, and is not prejudicial to any person.

FRANCISCO VALLE.

ST. LOUIS, *July* 4, 1796.

The surveyor, Don Antonio Soulard, shall put the party in possession of the land which he solicits, provided it be vacant, and does not do prejudice to any person; and his survey being executed, he shall deliver a plat of the same to the said party; in order for him to apply to the governor of the province to obtain the title of concession which he solicits.

ZENON TRUDEAU.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *July* 20, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
160	Jean Baptiste Vallé.	Arps. 7,056	Concession, 4th July, 1796.	Zenon Trudeau..	On the river Establishment, district of St. Genevieve.

Evidence, with reference to minutes and records.

DECEMBER 10, 1811.

Board met. Present: John B. C. Lucas, C. B. Penrose and Frederick Bates, commissioners.

John Baptiste Vallé, claiming 7,056 arpens of land situate on the river Establishment, district of St. Genevieve, produces record of a concession from Zenon Trudeau, lieutenant governor, dated 4th July, 1796; record of a petition to the governor general, and a recommendation thereon, dated 27th February, 1802, with a reference of Morales to Peter Derbigny for a translation of the papers.

[NOTE.—The petition, here alluded to, to the governor general, is entirely foreign to the present claim.—*J. De Mun, T. B. C.*]

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 510.

JUNE 26, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

John Baptiste Vallé, sr., claiming 7,056 arpens of land, being8 4 arpens wide by 84 arpens deep, making one league square, situate on the waters of the river Establishment, in the county of St. Genevieve, (see record, book C, page 475; minutes, No. 5, page 510,) produces a paper purporting to be an original concession from Zenon Trudeau, dated 4th July, 1796.

Joseph Pratte, aged about fifty-nine years, being duly sworn as the law directs, deposeth and saith that he is well acquainted with the said John Baptiste Vallé, sr., the claimant, and also with his handwriting, having frequently seen him write, and that the name, signature and handwriting to the petition to the lieutenant governor, Zenon Trudeau, dated the 15th of June, 1796, is the proper name, signature and handwriting of the said John Baptiste Vallé, sr. And this deponent further says that he was well acquainted with François Vallé and has frequently seen him write, and that the said François Vallé was the commandant of the post and district of St. Genevieve in the year 1796, and that the name, signature and handwriting to the recommendation for said grant, dated the 18th day of June, 1796, is the proper name, signature and handwriting of the said François Vallé. And this deponent further says that he was well acquainted with Zenon Trudeau, and has frequently seen him write, and that the name, signature and handwriting to the concession from him to the said John Baptiste Vallé, dated 4th July, 1796, is the proper name, signature and handwriting of the said Zenon Trudeau; that the said Zenon Trudeau was the lieutenant governor of the province of Upper Louisiana, in the year 1796. And this deponent further says that he well knows the said John Baptiste Vallé the claimant, and that he was, at the date of the grant or concession aforesaid, and long before, a citizen and resident in the province of Upper Louisiana, and that he has hitherto continued, and still continues, a citizen and resident of this country; and, further, that the said Baptiste Vallé, at the time of the grant or concession aforesaid, and ever since, had a large and numerous family, a great number of slaves, a large stock, and was an active, enterprising and useful citizen of the country. And further this deponent says, that he knows said Vallé opened a farm of about fifty arpens, more or less, but could [not] be over or under much; that Vallé continued to hold and cultivate said land from the date of concession.

JH. PRATTE.

Sworn to and subscribed May 3, 1833.

L. F. LINN, *Commissioner.*

Minutes, No. 6, page 191.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jean Baptiste Vallé claiming 7,056 arpens of land. See book No. 6, page 191.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jean Baptiste Vallé, or to his legal representatives, according to the concession. See book No. 7, page 34.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 161.—PIERRE GAMELIN, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Pierre Gamelin, Canadian, since a long time settled in this country, would like to make an establishment in this Upper Louisiana; therefore he has recourse to your goodness, hoping that you will be pleased to grant to him 800 arpens of land in superficie, to be taken on the vacant lands of the King's domain, in a convenient place, where he may occupy himself in agriculture, and in the raising of all kinds of cattle with advantage. Favor which the petitioner expects of your justice and goodness.

his
PIERRE + GAMELIN.
mark.

ST. LOUIS, *December* 17, 1799.

ST. LOUIS OF ILLINOIS, *December* 18, 1799.

Considering that the petitioner has inhabited this country for a long time, and that he possesses sufficient means to improve the land he solicits, I do grant to him and his heirs the land which he solicits, provided it is not prejudicial to any person; and the surveyor of this Upper Louisiana, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and this being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order that they shall serve to him to obtain the concession and title in form from the intendent general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 800 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of Peter Gamelin, measured with the perch of the city of Paris, of eighteen French feet, lineal measure of the same city, according to the common mode of measuring land in this province. This land is situated at about seventy-one miles from this town of St. Louis, bounded northwest quarter north by lands of Francis Gaston Gué, southeast quarter south by those of Louis Dupré, northeast quarter east by those of Don Silvester Labbadie, and southwest quarter west by those of Don Antonio Soulard, which survey and measurement was made without regard to the variation of the needle, which is seven degrees thirty minutes east, as appears from the foregoing figurative plat, on which are

noted the dimensions, courses of the lines, other boundaries, &c. Said survey was executed by virtue of the decree of the lieutenant governor and sub-delegate of the royal fisc, dated 18th December, 1799, here annexed. And in order that all here above mentioned be available, I do give the present (certificate), with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, James Rankin, on the 19th of February, 1804, who signed the minutes, to which I do certify.

ANTONIO SOULARD, *S. G.*

St. Louis of Illinois, *March* 8, 1804.

Truly translated from book C, pages 397 and 398.

JULIUS DE MUN.

St. Louis, *July* 12, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
161	Pierre Gamelin.	Arps. 800	Concession, December 18, 1799.	Carlos Dehault Delassus.	James Rankin, February 19, 1804; certified by Soulard, March 8, 1804; seventy-one miles north of St. Louis, district of St. Charles.

Evidence, with reference to minutes and records.

September 17, 1806.

The board met pursuant to adjournment. Present: The Hon. John B. C. Lucas and James L. Donaldson, Esqrs.

The same, (Charles D. Delassus,) assignee of the same, (Auguste Chouteau,) who was assignee of Peter Gamelin, claiming 800 arpens situate as aforesaid, (district of St. Charles,) produces a concession as aforesaid, (from Charles D. Delassus,) dated 18th December, 1799, and a survey taken and certified as aforesaid, together with a deed of transfer from said Gamelin to Auguste Chouteau, dated the 11th March, 1802; and another deed of transfer from said Chouteau to claimant, dated 7th August, 1805.

The board reject this claim, and require further proof. See minutes, No. 2, page 7.

June 21, 1833.

The board met pursuant to adjournment. Present: A. G. Harrison and F. R. Conway, commissioners.

Pierre Gamelin, by Charles Lucas' legal representatives, claiming 800 arpens of land, see (record, book C, page 399; minutes, No. 2, page 7,) produces a copy of a deed from Pierre Gamelin to Auguste Chouteau; also one from Chouteau to Delassus. See minutes, No. 6, page 178.

October 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Pierre Gamelin, claiming 800 arpens of land. See book No. 6, page 178.

The board are unanimously of opinion that this claim ought to be confirmed to the said Pierre Gamelin, or to his legal representatives, according to the concession. See book No. 7, page 35.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 162.—Louis Dupre, claiming 800 arpens.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Louis Dupré, Canadian, having inhabited this country for a long time, and wishing to form an establishment in this Upper Louisiana; therefore he has recourse to your goodness, praying that you be pleased to grant to him 800 arpens of land in superficie, to be taken on the vacant lands of the King's domain, in a convenient place, where he may occupy himself of agriculture, and of the raising of all kinds of stock with advantage. Favor which he expects of your justice and goodness.

his
LOUIS × DUPRE.
mark.

St. Louis, *December* 5, 1799.

St. Louis of Illinois, *December* 6, 1799.

Considering that the petitioner has been an inhabitant of this country since a long time, and that he possesses sufficient means to improve the lands he solicits, I do grant to him and his heirs the land which he solicits, provided it is not prejudicial to anybody; and the surveyor general of this Upper Louisiana, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and this being done, he shall make out a plat of his survey, delivering the same to the party, with his certificate, in order that they shall serve to him to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 800 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of Louis Dupré, measured with the perch of the city of Paris, of eighteen French feet, lineal measure of the same city, according to the common mode of measuring land in this province; which land is situated at about 70 miles north of this town of St. Louis, bounded northwest quarter north by lands of Peter Gamelin; southeast quarter south by lands of Lewis Dubreuil; northeast quarter east by those of widow Dubrueil; north-northeast by those of Silvester Labbadie; and southwest quarter west by lands of Antonio Soulard; which survey and measurement was made without regard to the variation of the needle, which is 7 degrees 30 minutes east, as appears by the foregoing figurative plat, on which are designated the dimensions, course of the lines, other boundaries, &c. Said survey was made by virtue of the decree of the lieutenant governor and sub-delegate of the royal fisc, Don Carlos Dehault Delassus, under date of December 6, 1799, here annexed. In testimony whereof, I do give the present (certificate) with the foregoing figurative plat, which was drawn conformably with the survey executed by the deputy surveyor, James Rankin, on the 19th February, 1804, and who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

St. Louis of Illinois, *March* 8, 1804.
Truly translated from book C, pages 398 and 399.

JULIUS DE MUN.

St. Louis, *July* 12, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
162	Louis Dupré....	Arps. 800	Concession, 6th December, 1799.	Carlos Dehault Delasus.	James Rankin, D. S., 19th February, 1804; certified by Soulard, sur. gen., 8th March, 1804; 70 miles north of St. Louis.

Evidence, with reference to minutes and records.

September 17, 1806.

The board met agreeably to adjournment. Present: The honorable John B. C. Lucas and James Donaldson, Esqrs.

Charles D. Delassus, assignee of Auguste Chouteau, who was assignee of Louis Dupré claiming 800 arpens of land situate in the district of St. Charles, produces a concession from Charles D. Delassus, dated the 6th December, 1799, and a survey of the same, taken the 19th February, and certified the 4th (8th) March, 1804, together with a deed of transfer from Louis Dupré to said Auguste Chouteau, dated the 22d June, 1802, and another deed of transfer from said Auguste Chouteau to claimant, dated the 8th August, 1805. The board reject this claim, and require further proof. See minutes, No. 2, page 6.

June 21, 1833.

The board met pursuant to adjournment. Present: A. G. Harrison and F. R. Conway, commissioners.

Louis Dupré, by Charles Lucas' legal representatives, claiming 800 arpens of land, (see record, book C, page 399; minutes, book No. 2, page 6,) produces copy of deed from Dupré to Chouteau, and the original deed from Chouteau to Delassus. See minutes, No. 6, page 178.

October 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Louis Dupré claiming 800 arpens of land. See book No. 6, page 178.

The board are unanimously of opinion that this claim ought to be confirmed to the said Louis Dupré, or to his legal representatives, according to the concession. See book No. 7, page 35.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 163.—J. Baptiste Chalifoux, claiming 600 arpens.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

J. Baptiste Chalifoux, Canadian, for a long time inhabitant of this country, wishing to make an establishment in this Upper Louisiana, therefore he has recourse to your goodness, praying that you be pleased to grant to him 600 arpens of land in superficie, to be taken on the vacant lands of the King's domain, in a convenient place, where he may occupy himself of agriculture and the raising of all kinds of stock with advantage. Favor which the petitioner expects of your justice.

his
J. BTE. × CHALIFOUX.
mark.

St. Louis, *October* 27, 1799.

ST. LOUIS OF ILLINOIS, *October* 28, 1799.

Considering that the petitioner has been a long time inhabiting this country, and that he possesses sufficient means to improve the lands he solicits, I do grant to him and his heirs the land which he solicits, provided it is not prejudicial to anybody; and the surveyor general, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks in a vacant place of the royal domain; and this being done, he shall make out a plat of his survey, delivering the same to the said party, with his certificate, in order that they shall serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 600 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of J. Baptiste Chalifoux; said measurement was taken with the perch of the city of Paris, of 18 French feet, lineal measure of the same city, according to the common mode of measuring lands in this province. This tract is situated at about 63 miles north of this town of St. Louis, and bounded north by lands of Peter Montauban; south by lands of Joseph Le Duc; east by the river Mississippi, and west by vacant lands of the royal domain. Said survey and measurement was executed without regard to the variation of the needle, which is 7 degrees 30 minutes E., as appears by the foregoing figurative plat, on which are designated the dimensions, courses of the lines, other boundaries, &c. Said survey was executed by virtue of the decree of the lieutenant governor, Don Carlos Dehault Delassus, dated October 28, 1799, here annexed. In testimony whereof, I do give the present (certificate,) with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, James Rankin, on the 5th February, 1804, who signed on the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

ST. LOUIS OF ILLINOIS, *March* 8, 1804.

Truly translated from book C, pages 399 and 400.

JULIUS DE MUN.

ST. LOUIS, *July* 13, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
163	Jean Baptiste Chalifoux.	Arps. 600	Concession, 28th October, 1799.	Carlos Dehault Delassus.	James Rankin, 5th February, 1804; certified by Soulard 8th March, 1804; 63 miles north of St. Louis.

Evidence, with reference to minutes and records.

SEPTEMBER 17, 1806.

The board met pursuant to adjournment. Present: the Hon. John B. C. Lucas and James L. Donaldson, Esqrs.

The same, (Charles D. Delassus,) assignee of the same, (Auguste Chouteau,) who was assignee of John B. Chalifoux, claiming 600 arpens of land situate on the Mississippi, district of St. Charles, produces a concession as aforesaid, (from Charles D. Delassus,) dated 28th October, 1799, and a survey of the same, taken the 5th February, and certified the 8th March, 1804; a transfer from Chalifoux to Auguste Chouteau, dated the 12th February, 1804, and another deed of transfer from said Chouteau to claimant, dated the 8th August, 1805.

The board reject this claim, and require further proof. See minutes, No. 2, page 7.

JUNE 21, 1833.

The board met pursuant to adjournment. Present: A. G. Harrison and F. R. Conway, commissioners.

Jean Baptiste Chalifoux, by Charles Lucas' representatives, claiming 600 arpens of land, (see record, book C, page 399; minutes, book No. 2, page 7,) produces copy of deed from Chalifoux to Chouteau; an original deed from Chouteau to Delassus, and an original deed for the three tracts above mentioned, from Delassus to Charles Lucas. See minutes, book No. 6, page 179.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jean Baptiste Chalifoux, claiming 600 arpens of land. See book No. 6, page 179.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jean Baptiste Chalifoux, or to his legal representatives, according to the concession. See book No. 7, page 35.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 164.—Louis Bolduc and Baptiste Valle, claiming 800 arpens.

To Mr. Henry Peyroux, captain in the armies of the King; commandant, civil and military, of the post of St. Genevieve:

Sir: Louis Bolduc and Baptiste Vallé, inhabitants of this post, have the honor to represent to you that the encroachments of the Mississippi on their lands has forced them to look for others, in order to secure their maintenance; and having found a place suitable to that object, situated at the Cipriere, (Cypress swamp,) at the distance of about twenty leagues from this post, they supplicate you, sir, to grant to them a concession of twenty arpens of land in front, on the Mississippi, to be taken two arpens into the Cypress swamp in ascending the Mississippi, by forty arpens in depth; and the said petitioners shall pray for your prosperity and preservation.

J. BTE. VALLE.
his
LOUIS × BOLDUC.
mark.

St. Genevieve, *August* 1, 1788.

Be the present petition sent to Don Manuel Perez, lieutenant governor of the western part of Illinois.

PEYROUX DE LA COUDRENIERE.

St. Genevieve, *August* 1, 1788.

Captain Don Henry Peyroux, commandant of St. Genevieve, shall grant to Messrs. Louis Bolduc and John Baptiste Vallé the land which they solicit in the petition, on the other side.

MANUEL PEREZ.

St. Louis, *August* 13, 1788.

We, Henry Peyroux de la Coudreniere, captain of infantry, civil and military commandant of the post of St. Genevieve of Illinois, in consequence of the above order, and knowing that the tract of land demanded by Messieurs John Baptiste Vallé and Louis Bolduc belongs to his Majesty's domains, we do grant to the said petitioners, for them and their heirs, to enjoy in full property, a tract of land of twenty arpens in front on the Mississippi, by forty in depth, to be taken two arpens in the Cypress swamp, and the rest in ascending the Mississippi towards the Cape à Girardeau.

PEYROUX DE LA COUDRENIERE.

Given at Genevieve, *August* 23, 1788.

To Don Zenon Trudeau, lieutenant colonel by brevet, captain in the stationary regiment of Louisiana, and commander-in-chief of the western part of Illinois:

By virtue of the title of concession here annexed, (the said land having never been measured for want of a surveyor,) the petitioners pray you to give orders to the surveyor of the government to fix their boundaries, and to deliver to them the certificate of his survey. The petitioners supplicate you, besides, to authorize the said surveyor to measure their land in the directions which he will judge the most convenient to suit the surveys of the other (adjoining) lands. Favor which we expect of your justice.

J. BTE. VALLE.
his
L. × BOLDUC.
mark.

St. Genevieve, *February*, 20, 1798.

St. Louis, *March* 6, 1798.

By virtue of the title of concession, here annexed, the surveyor of this jurisdiction, Don Antonio Soulard, shall survey the land of the petitioners, conforming himself to the quantities expressed in their title of concession, and he shall deliver to them his certificate of survey, in order that it shall serve to them to obtain the ratification of their concession by the general government of the province.

ZENON TRUDEAU.

Truly translated.

JULIUS DE MUN.

St. Louis, *July* 20, 1833.

Number.	Names of original claimants.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
164	John Baptiste Vallé and Louis Bolduc.	Arps. 800	Concession, 23d August, 1788. Order of survey, 6th March, 1798.	Henry Peyroux, by order of Manuel Perez. Zenon Trudeau.	About sixty miles south of St. Genevieve.

Evidence, with reference to minutes and records.

June 27, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners. John Baptiste Vallé and Louis Bolduc, (the heirs and legal representatives of the latter,) claiming

800 arpens of land situate on the Mississippi river, county of Cape Girardeau, (see record, book D, page 69,) produce a paper purporting to be an original concession from Henry Peyroux, civil and military commandant of St. Genevieve, and granted in pursuance of the decree of Manuel Perez, lieutenant governor of Upper Louisiana, dated 13th August, 1788; also a paper purporting to be an order of survey from Zenon Trudeau, then lieutenant governor of Upper Louisiana, dated 6th March, 1798.

STATE OF MISSOURI, *County of St. Genevieve:*

Bartholomew St. Gemme, being duly sworn as the law directs, deposeth and saith that he was well acquainted with John Baptiste Vallé and Louis Bolduc, the original claimants; that he knows they were citizens and residents in the province of Upper Louisiana in the year 1788, and the said Vallé is still a citizen and resident, and the said Bolduc continued so till his death, and his children are still so. And this witness further says that he was well acquainted with Henry Peyroux de la Coudreniere; that he has seen him write, and that the said Peyroux was the commandant, civil and military, of the post of St. Genevieve, in the year 1788, and that the signature and name of the said Peyroux de la Coudreniere to the said recommendation for said grant, dated the 1st day of August, 1788, and to the grant by him made, of the date of 23d August, 1788, is the proper name and signature, and in the proper handwriting of the said Peyroux. And this deponent further says that he was well acquainted with Manuel Perez, personally; that he knows he was the lieutenant governor of the province of Upper Louisiana in the year 1788. And this deponent further says that he was well acquainted with Zenon Trudeau; that he has seen him write; that he was the lieutenant governor of the province of Upper Louisiana in the year 1798, and that the name and signature to the warrant or order of survey for said land, dated the 6th day of March, 1798, is the proper name and signature, and in the proper handwriting of the said Zenon Trudeau. And this deponent further says that, in the year 1788, the said J. B. Vallé and Louis Bolduc were both men of families, with slaves and other property.

BMI. ST. GEMME.

Sworn to and subscribed before me, Lewis F. Linn, commissioner, this 27th day of May, 1833.

L. F. LINN, *Commissioner.*

See minutes, book No. 6, page 197.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jean Baptiste Vallé and Louis Bolduc, claiming 800 arpens of land. See book No. 6, page 197.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jean Baptiste Vallé and Louis Bolduc, or to their legal representatives, according to the concession. See book No. 7, page 35.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 165.—CHARLES ROBIN AND LOUIS CARON, CLAIMING 1,500 ARPENS.

To Mr. Charles Dehault Delassus, lieutenant colonel in the armies of his Catholic Majesty, and lieutenant governor of Upper Louisiana, residing in St. Louis:

Charles Robin and Louis Caron, ancient inhabitants of the post of St. Genevieve, humbly supplicate and have the honor to represent to you that they would wish to make and improve a plantation, in order to cultivate various productions, and raise a great number of cattle, so as to enable them to provide for the maintenance of themselves and that of their numerous families; that having made searches for a tract of land suitable to their purpose, they have found one situated at about eight or nine leagues from the said post of St. Genevieve, on a branch of the north fork of Saline river, on the north side of the said fork, and consisting of 1,500 arpens of land in superficie. They flatter themselves so much the more to obtain this concession in its whole extent from the government, because it is proportionate to the number of persons composing their respective families; that they have the means to improve it well, and to put thereon a numerous stock of cattle, and that they have never demanded nor obtained from the government any other concession; besides, it is notorious that the said concession, now claimed by the petitioners, has never been granted to anybody, and that it belongs to the King's domain, as Mr. De Luziere, commandant of New Bourbon, in the district of which post the said land is situated, and, if needed, the surveyor of said district will not refuse to certify and attest; therefore, the petitioners apply with confidence to your justice and authority, sir, praying that you will be pleased to grant and concede to them the said tract of land, consisting of 1,500 arpens in superficie, situated at the place here above designated, for them, their heirs and assigns, in order to make and improve their plantations; in doing which, and giving orders to the King's surveyor for this district to survey the said land, to make out the plat, and put them in possession, the petitioners shall never cease to pray for the conservation of your days.

his
CHARLES × ROBIN.
mark.

his
LOUIS × CARON.
mark.

Done in ST. GENEVIEVE, *March* 5, 1800.

We, the undersigned, commandant of the post of New Bourbon, do certify to the lieutenant governor of Upper Louisiana, that the statement in the foregoing petition is exact, sincere, and true, and that they (the petitioners) deserve, under all points of view, to obtain the concession which they demand, as much because it is on vacant land which has not been granted to anybody, and belongs to the King's

domain, as they have the means necessary to improve advantageously this plantation, which is indispensable to them to provide for the support of their numerous families, and for the grazing of their numerous stock; besides, the petitioners are near relations to Messrs. Vallé, who have rendered, since such a long time, with zeal and success, important services to the government and to the colony: this consideration ought to be one more motive to grant to them the favor which they solicit.

PRO. DELASSUS DE LUZIERE.

Done at NEW BOURBON OF ILLINOIS, *March* 12, 1800.

ST. LOUIS OF ILLINOIS, *April* 4, 1800.

In consequence of the information given by the commandant of New Bourbon, Don Pedro Delassus de Luziere, by which it appears evident that the petitioners are ancient inhabitants of this country, and that they possess more than the means and number of people necessary to obtain the concession which they solicit, I do grant to them and their heirs the land which they solicit, provided it is not to the prejudice of any one; and the surveyor, Don Antonio Soulard, shall put the parties interested in possession of the quantity of land they solicit, in the place designated; and this being executed, he shall make out a plat of his survey, delivering the same to the parties, with his certificate, in order to serve to them to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

The said title of concession has been registered and deposited in the archives of the post of New Bourbon, under number 18.

D. L.

Truly translated.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *July* 23, 1800.

Number.	Names of original claimants.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
165	Charles Robin and Louis Caron.	Arps. 1,500	Concession, 4th April, 1800.	Carlos Dehault Delassus.	North fork of Saline river.

Evidence, with reference to minutes and records.

JUNE 27, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

Charles Robin and Louis Caron, claiming 1,500 arpens of land situate on the waters of the river Saline, (see record, book F, page 128,) produce a paper purporting to be an original concession, dated 4th of April, 1800, from Carlos Dehault Delassus.

PERRY COUNTY, *May* 3, 1833.

Personally appeared before L. F. Linn, one of the commissioners appointed for the final adjustment of private land claims in Missouri, Joseph Pratte, aged about 59 years, who, after being sworn, deposes and says, that he was well acquainted with Charles Robin and Louis Caron, and knows they had possession of, and a cabin built on, this tract of land named in the concession, previous to their having a grant for the same; that he knows well the signature to the concession is in the handwriting of Charles Dehault Delassus, former lieutenant governor of Upper Louisiana; further, that the signature to the recommendation is in the proper handwriting of Pierre Dehault Delassus, former commandant of the district of New Bourbon; and, further, that they continued to hold and use, for their benefit, said tract of land.

JH. PRATTE.

Sworn to and subscribed, day and date above written.

L. F. LINN, *Commissioner.*

See minutes, No. 6, page 199.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Charles Robin and Louis Caron, claiming 1,500 arpens of land. See book No. 6, page 199.

The board are unanimously of opinion that this claim ought to be confirmed to the said Charles Robin and Louis Caron, or to their legal representatives, according to the concession. See book No. 7, page 36.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 166.—Henry Peyroux, claiming 7,760 acres.

To Don Manuel Perez, captain of the first stationary battalion of Louisiana, and lieutenant governor of the western part of Illinois:

Sir: Don Henry Peyroux de la Coudreniere, captain of infantry, civil and military commandant of the post of St. Genevieve, has the honor to represent to you, that having bought, a few days ago, a plantation having forty arpens in width by one league in depth, at the place called La Saline, and where the spring, which goes by that name, is exactly in the middle of the width of said plantation, he desires to extend his possession, on the north side, to the river Aux Vases, which is but at the distance of about ten arpens; and, on the south side, to the river St. Laurent, distant about from thirty to thirty-five arpens, in order that, by enjoying this extent of land, he may have a sufficient quantity of timber for the great consumption of the Saline; and also, establish a stock farm, which cannot be but advantageous to the country. Therefore, he supplicates you, sir, to grant to him and his heirs, and in full property, the extent of land situated between the river St. Laurent and the river Aux Vases, including the plantation which he has bought of Mr. John Baptiste d'Atcherut, in such a manner that those lands, in a body, be bounded east by the river Mississippi, north by the river Aux Vases, south by the river St. Laurent, and west by lands not yet conceded, at the distance of one league from the river Mississippi.

The petitioner will pray for your conservation and prosperity.

PEYROUX DE LA COUDRENIERE.

St. Genevieve, *December* 15, 1787.

The land solicited by Don Henry Peyroux de la Coudreniere is conceded and granted to him in fee simple, provided it be not already granted to another person.

MANUEL PEREZ.

St. Louis of Illinois, *December* 24, 1787.
Truly translated.

JULIUS DE MUN.

St. Louis, *July* 8, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
166	Henry Peyroux de la Coudreniere.	Arps. 9,077 80 perch.	Concession, 24th December, 1787.	Manuel Perez...	John Hawkins, 22d February, 1806; received for record, by Soulard, 26th February, 1806. Saline river.

Evidence, with reference to minutes and records.

December 27, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Henry Peyroux, claiming 7,760 acres of land situate on Saline creek and Mississippi river, district of St. Genevieve, produces record of a duly registered concession from Manuel Perez, lieutenant governor, dated 24th December, 1787; a plat of survey, dated 22d, and certified 26th February, 1806.

It is the opinion of a majority of the board that this claim ought not to be confirmed.

Frederick Bates, commissioner, forbears giving an opinion. See minutes, No. 5, page 545.

June 26, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

Henry Peyroux, by Henry Dodge, the heirs and legal representatives of Edward Hempstead, and John Scott, claiming 7,760 acres of land situate on the Mississippi river, and on the waters of the Saline, county of St. Genevieve, (see record books, C, page 258, and F, page 258; minutes, No. 5, page 545,) produces a paper purporting to be an original concession from Manuel Perez, lieutenant governor, dated 24th December, 1787; also a plat of survey, by John Hawkins, deputy surveyor, dated 22d, and received for record, by Soulard, surveyor general, the 26th of February, 1806.

State of Missouri, *County of St. Genevieve:*

John Baptiste Vallé, a witness, aged about seventy-two years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with Henry Peyroux, otherwise called Henry Peyroux de la Coudreniere, the original petitioner for said grant; that he has often seen him write; that the said Peyroux, at the date of the petition and grant, was a citizen and resident of this country, now the State of Missouri, and was civil and military commandant at the post and district of St. Genevieve, and remained a citizen of the country from thence till long after the purchase of the country by the American government. This deponent also says that the signature and name to the petition for said grant, dated the 15th of December, 1787, is the proper name and signature, and in the proper handwriting of said Peyroux. And this deponent further says, that Manuel Perez was the lieutenant governor of the western part of Illinois at the date of the grant in the year 1787. And this deponent further says that he is well acquainted with the tract of land claimed, and that the same was, at the date of the grant, actually inhabited and cultivated, and used as a saline, where much salt, for the use of the country, was made; and that, after the grant aforesaid, the said land was, more or less, continually inhabited and cultivated; that there were several farms on the same, and many buildings and houses, with furnaces for the making of salt; and that the said property, from the date of the grant till about the year 1824 or 1825, and per-

haps longer, was actually inhabited and cultivated, and extensively used in the making of salt, and that the same was of great and extensive use to the whole country for many years; and that the said tract has always been, and still is, inhabited and cultivated. And, further, that the said Peyroux was a man of property, and useful in the country. And this deponent further says, that at the time said Peyroux claimed said grant, he understood that a grant had been formerly made for a part of said tract as it now stands, which had been purchased by the said Peyroux. This witness further says, that he saw the orders from Baron de Carondelet, for the survey of this land, and that in the order special instructions were given to respect the lands and lines of Madame Villars and Francis Vallé.

J. BTE. VALLE.

Sworn to and subscribed before me, L. F. Linn, commissioner, this 17th June, 1833.

L. F. LINN, *Commissioner.*

See minutes, No. 6, page 202.

OCTOBER 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Henry Peyroux de la Coudreniere, claiming 9,077 arpens 80 perches, or 7,760 acres of land. See book No. 6, page 202.

The board are unanimously of opinion that this claim ought to be confirmed to the said Henry Peyroux de la Coudreniere, or to his legal representatives, according to the concession. See book No. 7, page 36.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 167.—CHARLES ROY, CLAIMING 80 ARPENS.

We, Don Fernando de Leyba, lieutenant governor, &c.

In consequence of the demand to us made by Charles Roy, residing in this post, in his petition dated March 24th, this present month, in which he states to us that he would wish to establish himself in the new settlement called river Des Peres, contiguous to the Grande Prairie, and praying that we would be pleased to grant to him, in continuation of the other inhabitants of the said place, a tract of land of two arpens in width by forty arpens in length, adjoining on one side to the land of François Hebert, and on the other side to the King's domain, fronting on the south end the little river, and on the north end the King's domain: Therefore, being willing to favor the said Charles Roy, we have granted to him the said tract of land in all its width and length, such as it is described in his said petition, on condition to improve the same in one year and one day, and that it shall be liable to public charges, and others which it may please his Majesty to impose.

FERNANDO DE LEYBA.

Given in ST. LOUIS, *this 25th of March*, 1780.
Truly translated from livre terrien, No. 4, page 2.

JULIUS DE MUN.

ST. LOUIS, *July* 29, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
167	Charles Roy.....	Arps. 80	Concession, 25th March, 1780.	Fernando de Leyba.	On river Des Peres, Grande Prairie.

Evidence, with reference to minutes and records.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Charles Roy, by John P. Cabanné, claiming 2 by 40 arpens of land. See livre terrien, book No. 4, page 2; record book F, page 190.

Peter Chouteau, sr., being duly sworn, says that he has perfect knowledge of this tract; that, about the year 1780, or thereabouts, it was cultivated by said Roy, and was so cultivated for four or five consecutive years until the time of his death. See minutes, No. 6, page 218.

OCTOBER 14, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Charles Roy, claiming 80 arpens of land. See book No. 6, page 218.

The board are unanimously of opinion that this claim ought to be confirmed to the said Charles Roy, or to his legal representatives, according to the concession. See book No. 7, page 36.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 168.—David Miracle, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
168	David Miracle...	Arps. 640	Settlement right.	.....	Waters of Dardenne, St. Charles.

Evidence, with reference to minutes and records.

November 27, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

David Miracle, claiming 400 arpens of land situate in Missouri, district of St. Charles, produces notice to the recorder.

It is the opinion of the board that this claim ought not to be granted. See book No. 5, page 457.

July 6, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

David Miracle, claiming 640 acres of land on the waters of the Dardenne, county of St Charles. See record book C, page 511; minutes, No. 5, page 457.

Ira Cottle duly sworn says, that David Miracle's wife came to this country before her husband, and had a house on said tract of land, as soon at least as 1803; that it was certainly before the change of government. See book No. 6, page 216.

October 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of David Miracle, claiming 640 acres of land—see book No 6, page 216—the following testimony was takem by A. G. Harrison, late commissioner, under a resolution passed by the board, on the 13th May, 1833.

Daniel Keathly being duly sworn says, he saw the wife of Mr. David Miracle, who lived at that time, as she said, on a tract of land on a branch then called Walker's branch, and now called Scott's branch; that witness never saw the place mentioned while said Miracle lived there, but from general report of the neighborhood, is certain that said claimant did live on said place at the time mentioned.

John Zumalt being duly sworn says, that he knew the wife of David Miracle, who lived somewhere in the neighborhood, as above stated; that she was living there before her husband, David Miracle, came to the country.

Jeremiah Groshon being duly sworn says, that in 1802, the wife of David Miracle improved and cultivated a place on Walker's branch, sometimes called Lewis' branch; that there was a cabin built on it, in which she lived; that it adjoined the claim of John Lewis.

William Craig being duly sworn says, that in 1802 he saw the wife of David Miracle living on and cultivating a place on Walker's, sometimes called Lewis' branch; that said improvements consisted of a cabin and a small field. See book No. 7, page 22.

October 14, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

David Miracle, claiming 640 acres of land. See book No. 6, page 216.

The board are unanimously of opinion, that 400 acres of land ought to be granted to the said David Miracle, or to his legal representatives, it being the quantity claimed on record. See book No. 7, page 36.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 169.—Joseph Roy, claiming 600 arpens.

Don Carlos Dehault Delassus, lieutenant governor of Upper Louisiana:

Sir: Joseph Roy has the honor to represent to you, that he would wish to establish himself in the upper part of this province, where he has been residing for some time; therefore, he has recourse to the benevolence of this government, hoping that you will be pleased to grant to him a piece of land of six hundred arpens in superficie, to be taken upon the vacant lands of his Majesty's domain, in the place which will appear most convenient to the interest of your petitioner, who presumes to expect this favor of your justice.

his
JOSEPH × ROY.
mark.

St. Louis, *April* 4, 1800.

DECREE.

ST. LOUIS OF ILLINOIS, *April* 5, 1800.

Whereas we are assured that the petitioner possesses sufficient means to improve the land he solicits, I do grant to him and his heirs the land he solicits for, provided it is not prejudicial to anybody; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and that being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of land, &c.

CARLOS DEHAULT DELASSUS.

Truly translated from Spanish record of concessions, No. 2, pages 54 and 55.

JULIUS DE MUN.

ST LOUIS, *July* 30, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
169	Joseph Roy....	Arps. 600	Concession, 5th April, 1800.	Carlos Dehault Delassus.	On bay de Roy.

Evidence, with reference to minutes and records.

DECEMBER 6, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Louis Labeaume, assignee of Francis Lacombe, assignee of Joseph Roy, claiming 600 arpens of land, situate on the bay de Roy, district of St. Charles, produces record of a concession from Delassus, lieutenant governor, dated 5th April, 1800; record of a transfer from Roy to Lacombe, dated 15th July, 1804; record of a transfer from Lacombe to claimant, dated 10th August, 1804.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 488.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Joseph Roy, by Louis Labeaume's representatives, claiming 600 arpens of land, on the left side of bay de Roy. See record book D, page 302; minutes, No. 5, page 488; record of concessions under the Spanish government, book No. 2, page 54, to which claimant refers.

John Tayon, being duly sworn, says that, during the Spanish government, he saw said Roy living on said tract of land; that it might be five or six years prior to the change of government that said Roy was inhabiting and cultivating said piece of land. See book No. 6, page 219.

JULY 11, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

In the case of Joseph Roy, by Louis Labeaume's representatives, claiming 600 arpens of land on bay de Roy, see page 219 of this book, (No. 6,) François Caillou, being duly sworn, says that, during the government of Zenon Trudeau, and about two years after Carlos Dehault Delassus was lieutenant governor, the said Joseph Roy inhabited and cultivated said tract of land; that he lived on the same with his wife and two children, and that he, the deponent, passed a winter with the claimant on said place. Deponent further says that the claimant was driven off the said place by the Indians. See book No. 6, page 231.

OCTOBER 14, 1834.

The board met pursuant to adjournment. Present: R. F. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Roy, claiming 600 arpens of land. See book No. 6, page 219.

The board are unanimously of opinion that this claim ought to be confirmed to the said Joseph Roy, or to his legal representatives. Survey to be made to include his improvements. See book No. 7, page 37.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 170.—JEAN BAPTISTE MARTIGNY, CLAIMING 12 ARPENS FRONT.

Don Francisco Cruzat, lieutenant colonel of infantry by brevet, commander-in-chief, and lieutenant governor of this western part and district of Illinois.

Having taken cognizance of the memorial, dated April 23, of this current year, presented by Don Jean Baptiste Martigny, captain of militia in this town of St. Louis, I have granted to the same Don Jean Baptiste Martigny, in fee simple, for him, his heirs, or others who may represent his right, the twelve

arpens, from hill to hill, in front, in order that he may raise cattle, as he solicits, on the borders of the Mississippi, on the river called Decadre, on condition to improve the plantation he asks for, and to be liable to public taxes, and others which it may please his Majesty to impose, and, on the contrary, the land shall be incorporated to the royal domain.

FRANCISCO CRUZAT.

Given in St. Louis, *April* 25, 1783.
Truly translated from livre terrien, No. 4, page 7.

JULIUS DE MUN.

St. Louis, *August* 3, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
170	Jean Baptiste Martigny.	Arps. 12 front.	Concession, 25th April, 1783.	Francisco Cruzat.	River Decadre, on the Mississippi. Special location.

Evidence, with reference to minutes and records.

July 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Jean Baptiste Martigny, by his legal representatives, claiming twelve arpens in front, (a special location,) by the ordinary depth. See book F, page 191; recorder's minutes, page 151, livre terrien, No. 4, page 7.

Peter Chouteau, sr., duly sworn, says that said Martigny had a house on said land, and lived there four or five years; that he had a cornfield and garden, and had the place under cultivation till he sold it. See minutes, No. 6, page 219.

October 14, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jean Baptiste Martigny, claiming twelve arpens of land in front. See book No. 6, page 219.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jean Baptiste Martigny, or to his legal representatives, according to the concession. See book No. 7, page 37.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 171.—Antoine Flandrin, claiming 6,000 arpens.

Don Carlos Dehault Delassus, lieutenant governor of Upper Louisiana:

Sir: Antoine Flandrin has the honor to represent to you that he would wish to make an establishment in the upper part of this province, where he has been residing for upwards of twenty years. The petitioner has a very numerous family, which he desires to keep near him; therefore, he prays that you will grant him a tract of land of six thousand arpens in superficie, to be taken on the vacant lands of his Majesty's domain, with the permission to take this quantity of land, which corresponds to the number of individuals composing his family, in the place most convenient to his interest, and most advantageous to his ends; favor which the petitioner presumes to expect of your goodness and justice.

ANTOINE FLANDRIN.

St. Louis, *January* 13, 1800.

St. Louis of Illinois, *January* 15, 1800.

Considering that the petitioner is one of the most ancient inhabitants of this country, whose known conduct and personal merit are recommendable, and being satisfied to evidence as to the truth of what he states in his petition, I do grant to him and his heirs the land he solicits, provided it is not to the prejudice of any one; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and that being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from Spanish record of concessions, book No. 2, pages 52 and 53.

JULIUS DE MUN.

St. Louis, *August* 6, 1833.

Compared with the original, filed this day.

JULIUS DE MUN, *T. B. C.*

St. Louis, *June* 26, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
171	Antoine Flandrin.	Arps. 6,000	Concession, 15th January, 1800.	Carlos Dehault Delassus.	Fremon Delauriere, 20th January, 1806. On fork of the Grand Glaise creek.

Evidence, with reference to minutes and records.

NOVEMBER 14, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Jacque St. Vrain, assignee of Antoine Flandrin, claiming six thousand arpens of land situate on Grand Glaise, district of St. Louis, produces record of a concession from Delassus, lieutenant governor, dated 15th January, 1800; a plat of survey, dated 20th June, (January,) 1806, signed Fremon Delauriere.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 420.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Antoine Flandrin, by his legal representatives, claiming six thousand arpens of land. See record, book B, page 94; minutes, book No. 5, page 420. Claimant refers to Spanish record of concessions, book No. 2, page 52; see No. 6, page 221.

JUNE 26, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield and F. R. Conway, commissioners.

In the case of Antoine Flandrin, claiming six thousand arpens of land, (see book No. 6, page 221,) claimant produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated January 15, 1800.

M. P. Le Duc, duly sworn, says that the signature to the said concession is in the proper handwriting of the said Carlos Dehault Delassus. See book No. 6, page 535.

OCTOBER 14, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Antoine Flandrin, claiming six thousand arpens of land. See book No. 6, page 221.

The board are unanimously of opinion that this claim ought to be confirmed to the said Antoine Flandrin, or to his legal representatives, according to the concession. See book No. 7, page 37.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 172.—JAMES CLAMORGAN, CLAIMING 3,200 ARPENS.

To Don Zenon Trudeau, captain in the stationary regiment of Louisiana, lieutenant governor, and commander-in-chief of the western part of Illinois:

Clamorgan supplicates humbly, and has the honor to represent to you that he wishes to obtain a tract of land on the river Maramec, at the distance of about three leagues west of the saline belonging to the petitioner, on which tract there has been formerly a beginning of improvement made by one James Head, an American, who has abandoned the same, and is gone back to the American side, and who had no kind of approbation of your predecessors; the said tract of land consists in forty arpens in width by eighty in depth, on which there are two springs, distant from one another about two arpens, the waters of which run into a fork of Maramec, known by the name of Fourche à Renaud. The said forty arpens in width by eighty in depth are bounded on all sides by his Majesty's domain. The intention of the petitioner is to raise thereon his cattle, which is continually attracted to that place by the goodness of the pasture, to increase the number of it, and make there a stock farm.

The petitioner shall never cease to render thanks to your goodness.

JACQUES CLAMORGAN.

ST. LOUIS, *October* 1, 1793.

We, lieutenant governor, after having ascertained that the land asked for belongs to the King's domain, and that the concession shall not be to the prejudice of any one, I certify to have put Mr. Jacques Clamorgan, residing in this town, in possession of the quantity of forty arpens in front by eighty arpens in depth, situated at about three leagues westwardly from the saline of the said Clamorgan, said saline known by the name of la Tête de Bœuf, on the river Maramec. On these forty arpens in front, that is to say, forty arpens at each end, by eighty arpens in depth, there are two large springs, distant from one another about one or two arpens, the waters of which empty into a branch of the Maramec, known by

the name of Fourche à Renaud, (Renaud's fork,) the whole being bounded by his Majesty's domain, as represented in the following plat.

In testimony whereof, we have given the present (certificate) in the town of St. Louis of Illinois, October 4, 1793.

ZENON TRUDEAU.

We, Don Zenon Trudeau, captain in the stationary regiment of Louisiana, lieutenant governor, and commander-in-chief of the western part of Illinois:

In consequence of the demand to us made on the 1st instant, by Mr. Clamorgan, residing in this town of St. Louis, after having ourself put him in possession, according to the instrument drawn up by us on the 4th of same month, we have granted, and do grant, to the said Clamorgan, in fee simple, for him, his heirs or assigns, or any other who may represent his right, the quantity of forty arpens in front by eighty in depth. The said tract of land is situated on the river Maramec, at about three leagues, in a westerly direction, from the saline of said Clamorgan. On said tract, for which a concession is now granted, there are two large springs of water, at the distance of about one or two arpens from one another, where one James Head, an American, had formerly begun an improvement, which he has abandoned since several years, without having asked, before his going away, any permission or concession. This grant is made to said Clamorgan for the purpose of raising cattle, and establishing such a stock farm as he shall think advantageous to his interest. This concession of forty arpens by eighty in depth, is bounded, as well on its two ends as on its two parallel sides, by his Majesty's domain, and remains liable to all the charges, laws, or taxes, which it may please his Majesty to impose hereafter.

ZENON TRUDEAU.

Given in the town of St. Louis of Illinois, *October* 5, 1793.

Truly translated.

JULIUS DE MUN.

St. Louis, *August* 7, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
172	Jacques Clamorgan.	Arps. 3,200	Concession, 5th October, 1793.	Zenon Trudeau.	Zenon Trudeau, 4th October, 1793; on the waters of Maramec; also, by James Rankin, D. S., 28th February, 1806, and received for record by Soulard, 29th February, 1806.

Evidence, with reference to minutes and records.

JULY 17, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esq.

The same, (Jacques Clamorgan,) claiming forty by eighty arpens of land situate as aforesaid, produces a duly registered concession from Zenon Trudeau, dated 5th October, 1793, and a survey of the same, dated 28th, and certified 29th February, 1806.

John Boli, being duly sworn, says that one James Head, who had lived on said land, moved out about ten years ago; that a person by the name of House afterwards moved on the same, raised two crops, and was afterwards, to wit, about ten years ago, killed by the Indians. Witness cannot tell for whose use he then cultivated the said land. The board reject this claim. They are satisfied that the said concession was granted at the time it bears date. See minutes, book No. 1, page 411.

DECEMBER 14, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Jacques Clamorgan, claiming forty by eighty arpens of land, (see book No. 1, page 411,) produces, also, record of a declaration from Zenon Trudeau, lieutenant governor, that he had put claimant in possession of said land, with a figurative plat accompanying the same, dated 5th (4th) October, 1793. It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 519.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Jacques Clamorgan, by his legal representatives, William Clark and W. C. Carr, claiming forty by eighty arpens of land situated on the waters of the Maramec, (see record, book C, pages 188 and 189; livre terrien, No. 5, page 6; minutes, No. 1, page 411, and No. 5, page 519,) produces a paper purporting to be an original concession from Zenon Trudeau, dated 5th of October, 1793; also, deed of conveyance.

M. P. Le Duc, duly sworn, says that the signature to the concession is in the proper handwriting of the said Zenon Trudeau. See book No. 6, page 221.

OCTOBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jacques Clamorgan, claiming 3,200 arpens of land. See book No. 6, page 221.

The board are unanimously of opinion that this claim ought to be confirmed to the said Jacques Clamorgan, or to his legal representatives, according to the concession. See book No. 7, page 37.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 173.—Thomas Wilkinson, claiming 400 arpens.

To Don Zenon Trudeau, lieutenant colonel by brevet, and lieutenant governor of the western part of Illinois:

Sir: The undersigned has the honor to represent to you, that, wishing to make a plantation, he prays you to be willing to grant to him four hundred arpens of land on Fify Beaugenou's creek, adjoining on one side to the land of Joseph William, and on the others to the King's domain. In so doing you will do justice.

THOMAS WILKINSON.

St. Louis, *October* 22, 1796.

St. Louis, *October* 23, 1796.

The surveyor of this jurisdiction, Don Antonio Soulard, shall put the petitioner in possession of the quantity of land he asks for, provided the place designated belongs to the King's domain, and is not prejudicial to any person.

ZENON TRUDEAU.

St. Louis, *December* 17, 1796.

Mr. Thomas Wilkinson having made known to us that the land he asked for as above had been granted to one William, the surveyor shall place him adjoining to one Arban, in the vicinity of the village of Florissant, provided, however, that the said place belongs to the King's domain, and is not prejudicial to any person.

ZENON TRUDEAU.

Truly translated.

JULIUS DE MUN.

St. Louis, *August* 7, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
173	Thos. Wilkinson.	Arps. 400	Concession, December 17, 1796.	Zenon Trudeau.	

Evidence, with reference to minutes and records.

October 26, 1808.

Board met. Present: The Hon. Clement B. Penrose and Frederick Bates.

Alexander McNair, claiming 400 arpens of land, situated near the village of Florissant, district of St. Louis, as assignee of Jeremiah Connor, sheriff of St. Louis district, who sold the same as the property of Gregoire Sarpy, produces to the board a concession from Zenon Trudeau, lieutenant governor, dated 17th December, 1796, and an assignment from one James Williams, dated 2d March, 1797; also the deed of sheriff Conner to claimant, dated 29th June, 1808.

This claim interfering with the following, the parties being present, agree that they shall be taken together by the board, and adjusted jointly, to wit: William Whitesides, assignee of James Williams, assignee of Thomas Wilkinson, claiming 440 arpens of land situated as above, produces to the board a notice to the recorder, dated 16th June, 1808; also, a deed from Wilkinson to Williams, dated 1st February, 1797; conveyance from Williams to claimant, dated September, 1805; recept dated 12th September, same year, for consideration money.

Elisha Harrington, sworn, says that Wilkinson gave Williams a cow and calf to build a house on the tract about 11 or 12 years ago; said Wilkinson lived in the house one winter, then sold to James Williams, who moved into the house and cleared some land. Laid over for decision. See book No. 3, page 327.

June 26, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Alexander McNair, assignee of Jeremiah Connor, sheriff, who sold the same as the property of Gregoire Sarpy, claiming 400 arpens of land. See book No. 3, page 327. William Whitesides, assignee of James Williams, assignee of Thomas Wilkinson, claiming the same tract of land. See book No. 3, page 328. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 408.

July 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Thomas Wilkinson, by Alexander McNair's legal representatives, claiming 400 arpens of land on the waters of Fifi's creek, county of St. Louis, (see record, book D, page 345; minutes, No. 3, pages 327 and 328; No. 4, page 408,) produces a paper purporting to be an original concession from Zenon Trudeau,

dated 17th December, 1796; also, deed from James Williams to Gregoire Sarpy, dated March 2, 1797; sheriff's deed to Alexander McNair, dated June 29, 1808.

M. P. Le Duc, duly sworn, says that the decree of concession and signature to it are in the proper handwriting of Zenon Trudeau. See book No. 6, page 222.

OCTOBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Thomas Wilkinson, claiming 400 arpens of land. See book No. 6, page 222.

The board are unanimously of opinion that this claim ought to be confirmed to the said Thomas Wilkinson, or to his legal representatives, according to the concession. See book No. 7, page 38.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 174.—DAVID KINCAID, CLAIMING 500 ARPENS.

To Don Carlos Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and commander-in-chief of Upper Louisiana:

David Kincaid, Roman Catholic, has the honor to represent to you that, with the consent of the government, he came over to this side, where he has chosen a piece of land on the domain of his Majesty, in order to make a plantation: therefore, he supplicates you to have the goodness to grant to him at the place he has chosen, the quantity of land corresponding to the number of persons in his family, composed of himself, his wife, and six children. The petitioner having the means necessary to improve a plantation, and having no other views but to live as a peaceable and submissive cultivator of the soil, hopes to deserve the favor which he solicits of your justice.

DAVID KINCAID.

ST. ANDRE, *June* 4, 1803.

Be it forwarded to the lieutenant governor, with information that the above statement is true, and that the petitioner deserves the favor which he solicits.

SANTIAGO MACKAY.

ST. ANDRE, *June* 4, 1803.

ST. LOUIS OF ILLINOIS, *June* 14, 1803.

In consequence of the information given by Don Santiago Mackay, commandant of the settlement of St. André, by which the number of persons composing the family of the petitioner is proven, the surveyor, Don Antonio Soulard, shall put him in possession of 500 arpens of land in superficie, in the place he asks for; which quantity corresponds to the number of persons in his family, according to the regulation governor general of the province. And this being executed, the party interested shall have to solicit the title of concession in form from the intendant general of the said province, to whom alone corresponds, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Recorded No. 43.

MACKAY.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *July* 27, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
174	David Kincaid ..	Arps. 500	Concession, 14th June, 1803.	Carlos Dehault Delassus.	James Mackay, 9th November, 1803; received for record by Soulard, 27th February, 1806; on west fork of river Charette, six miles north of the Missouri.

Evidence, with reference to minutes and records.

APRIL 2, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and James M. Donaldson, Esq.

David Kincaid, claiming as aforesaid, under the second section of the act, 500 arpens of land situate on a fork of the river Charette, district aforesaid, (of St. Charles,) produces, as a special permission to settle, a concession from Charles D. Delassus, dated 14th June, 1803, and a certificate of survey, dated February 29, 1806.

Kincaid Caldwell, being duly sworn, says that claimant, having purchased the right of one Francis Woods to the said land, who had then a cabin on the same, did, in the year 1803, proceed to the building

of a house; that he had then a family, consisting of himself, a wife, and eight children; and that early in the spring of 1804, he moved on the said land, and has actually inhabited and cultivated it to this day.

The board reject this claim. See No. 1, page 219.

AUGUST 3, 1807.

The board met pursuant to adjournment. Present: The Hon. J. B. C. Lucas and Frederick Bates, Esq.

David Kincaid, claiming under the second section of the act of Congress of the 2d of March, 1805, 500 arpens of land, situate on the forks of the river Charette, district of St. Charles, produces, as a special permission to settle, a concession from Charles D. Delassus, dated the 14th of January, (June,) 1803, together with a plat of survey of the same, dated February 27, 1806. Laid over for decision. See book No. 3, page 31.

NOVEMBER 20, 1809.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

David Kincaid claiming 500 arpens of land situate on the fork of the river Charette, in the district of St. Charles. See book No. 1, page 219; book No. 3, page 31. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 200.

JULY 8, 1833.

L. F. Linn, commissioner, appeared pursuant to adjournment.

David Kincaid claiming 500 aprens of land, (see record book B, page 189; minutes, No. 1, page 219; No. 3, page 31; No. 4, page 200,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 14th June, 1803; also a plat and certificate of survey, certified by Antoine Soulard, 27th February, 1806.

M. P. Leduc, duly sworn, says that the signature to the concession is in the proper handwriting of Carlos Dehault Delassus, and the signature to the certificate of survey is in the proper handwriting of Antoine Soulard. See book No. 6, page 223.

OCTOBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

David Kincaid claiming 500 arpens of land. See book No. 6, page 223.

The board are unanimously of opinion that this claim ought to be confirmed to the said David Kincaid, or to his legal representatives, according to the concession. See book No. 7, page 38.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 175.—DAVID MCKINNEY, CLAIMING 590 ARPENS.

To Don Carlos Dehault Delassus, lieutenant governor, and commander-in-chief of Upper Louisiana, &c.:

The petitioner, David McKinney, R. C., has the honor to represent to you that, with the permission of the government, he came over to this country, where he made choice of a piece of land on the south side of the Missouri; in consideration of which, he supplicates you to have the goodness to grant to him, at the same place, the quantity of land corresponding to the number of his family, which is composed of himself, his wife, seven children, and two slaves. The petitioner having all the means necessary to improve a farm, and having no other views but to live as a peaceable and submissive cultivator of the soil, hopes to deserve the favor which he solicits of your justice.

DAVID MCKINNEY.

ST. ANDRE, *June* 14, 1860.

Be it forwarded to the lieutenant governor, informing him at the same time, that the statement here above is true, and that the petitioner is worthy of the favor which he solicits.

SANTIAGO MACKAY.

ST. ANDRE, *June* 15, 1800.

ST. LOUIS OF ILLINOIS, *June* 20, 1800.

In consequence of the foregoing information from the commandant of St. André, Captain Don Santiago Mackay, the surveyor, Don Antonio Soulard, shall put the party interested in possession of 590 arpens of land in superficie, in the place where he asks, said quantity corresponding to the number of his family, according to the regulation of the governor of this province, which being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general of these provinces, to whom alone corresponds, by royal order, the distributing and granting all classes of the royal domain.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 590 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of David McKinney. Said measurement was made with the perch of the city of Paris, of eighteen French feet, lineal measure of the same city, according to the mode of measuring land in this province. This tract of land is situated on the north bank of the Missouri, about five miles above the river Charette, and at sixty-four miles west of St. Louis; bounded north-northwest, north-

northeast, and east-southeast, by vacant lands of the royal domain; on the south by the river Missouri, and on the west-northwest by lands of Lorenzo Sidney. Said survey and measurement was executed without regard to the variation of the needle, which is 7° 30′ east, as appears by the foregoing figurative plat, on which is designated the dimensions, the courses of the lines, other boundaries, &c. The said survey was executed by virtue of the decree of the lieutenant governor and sub-delegate of the royal fisc, Don Carlos Dehault Delassus, dated June 20, 1800, here annexed. In testimony whereof, I do give the present, (certificate,) with the foregoing figurative plat, drawn conformably to the survey executed on the 8th of November, 1803, by the deputy surveyor, Don Santiago Mackay, who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

ST. LOUIS OF ILLINOIS, *December* 27, 1803.
Truly translated from book C, pages 37 and 38.

JULIUS DE MUN.

ST. LOUIS, *August* 8, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
175	David McKinney	Arps. 590	Concession, 20th June, 1800.	Carlos Dehault Delassus.	James Mackay, 8th November, 1803. Certified by Soulard, S. G., 27th December, 1803. On the Missouri, five miles above river Charette, Femme Osage settlement.

Evidence, with reference to minutes and records.

APRIL 14, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas, and James L. Donaldson, Esq.

David McKinney, claiming 590 arpens of land situate on Femme Osage settlement, district of St. Charles, produces a concession from Charles D. Delassus, dated June 20, 1800, and a survey of the same, dated December 27, 1803.

Kincaid Caldwell, being duly sworn, says that some time in the year 1800, being at James Mackay's, he was by him informed that one Francis Wayat had arrived from the county of Montgomery, in the State of Kentucky, and had applied for lands in behalf of a number of persons of that country wishing to remove to this, and that the said Mackay showed the witness a list of the names of the applicants, of which the said claimant was one.

David Bryan, being also sworn, says that the said claimant improved said land in the year 1804, and raised a crop thereon. The board reject this claim. See book No. 1, page 232.

NOVEMBER 20, 1809.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

David McKinney, claiming 590 arpens of land, situate on the river Femme Osage, in the district of St. Charles. See book No. 1, page 232. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 200.

JULY 8, 1833.

Lewis F. Linn, Esq., appeared pursuant to adjournment.

David McKinney's legal representatives, claiming 590 arpens of land. See record book C, page 36; minutes, book No. 1, page 232; No. 4, page 200, and No. 6, page 223.

OCTOBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

David McKinney, claiming 590 arpens of land. See book No. 6, page 223.

The board are unanimously of opinion that this claim ought to be confirmed to the said David McKinney, or to his legal representatives, according to the concession. See book No. 7, page 38.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 176.—WILLIAM DAVIS, UNDER BARADA, CLAIMING 800 ARPENS.

To Mr. Zenon Trudeau, lieutenant colonel, lieutenant governor, and commander-in-chief of this western part of Illinois and dependencies:

SIR: Antoine Barada, residing at Marais des Liards, with all the respect due, has the honor to represent to you that, having lately married, and having no land on which to settle himself and make a plantation, in order to cultivate the soil, he supplicates you, sir, to be willing to grant to him, in fee simple,

for him, his heirs, or assigns, twenty arpens of land in front, by forty in depth, on the fork of the river . . . . . following the lines of the other concessions, ... all granted; favor which he hopes to deserve of your justice.

St. Louis of Illinois, *August* 10, 1797.

Not knowing how to write, I have made a cross for a mark ×.

St. Louis, *August* 10, 1797.

Considering that the petitioner has no land, the surveyor of this jurisdiction shall put him in possession of the land he asks, immediately following those who have obtained some by decrees prior to the present one; and he shall make out a plat and certificate of his survey, to serve to solicit the concession from the commandant general.

ZENON TRUDEAU.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 800 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of William Davis, as being purchaser of the same, from the original owner, Antoine Barada; the measurement was made with the perch of the city of Paris, of 18 French feet, lineal measure of the same city, according to the mode of measuring land in this province. This land is situated at about 20 miles northwest of St. Louis, bounded on the northwest ¼ north, and on the southwest ¼ west, by vacant lands of the royal domain; on the southeast ¼ south by the river Missouri, and on the northeast ¼ east by lands of James Griffin. This survey and measurement was made without regard to the variation of the needle, which is 7 degrees 30 minutes east, as appears by the foregoing figurative plat, on which are designated the dimensions, courses of the lines, other boundaries, &c. Said survey was executed by virtue of the decree of the lieutenant governor, Don Zenon Trudeau, dated August 10, 1799, here annexed. In testimony whereof, I do give the present (certificate,) with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, James Mackay, on the 4th of February, 1804, who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

St. Louis of Illinois, *March* 20, 1804.

Truly translated from book D, page 203.

JULIUS DE MUN.

St. Louis, *August* 9, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
176	Antoine Barada	Arps. 800	Concession, 10th August, 1797.	Zenon Trudeau.	James Mackay, 4th February, 1804; certified by Soulard, 20th March, 1804. St. Charles, about twenty miles northwest of St. Louis.

Evidence, with reference to minutes and records.

October 18, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Thomas Gwinn, assignee of William Davis, assignee of Antoine Barada, alias Bardo, claiming 800 arpens of land situate in the district of St. Charles, produces a concession from Zenon Trudeau, lieutenant governor, dated 10th August, 1797; a plat of survey, dated 4th February, certified 20th March, 1804; a transfer from Barada to Davis, dated 10th February, 1801; from Davis to claimant, dated 15th March, 1807.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 378.

July 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Antoine Barada, by William Davis' representatives, claiming 800 arpens of land in St. Charles county. See record book D, page 203; minutes, No. 5, page 378. See No. 6, page 224.

October 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Antoine Barada, claiming, by his legal representative, William Davis, 800 arpens of land. See book No. 6, page 224.

The board are unanimously of opinion that this claim ought to be confirmed to the said Antoine Barada, or to his legal representatives, according to the concession. See book No. 7, page 38.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 177.—David Horine, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
177	David Horine ..	Acres. 640	Settlement right.	.....	John Stewart, deputy surveyor; February 12, 1806. Received for record by Soulard, surveyor general, February 27, 1806; Richwood's, district of St. Genevieve.

Evidence, with reference to minutes and records.

November 20, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

David Horine, claiming 747 arpens 88 perches of land situate at Richwood's, district of St. Genevieve, produces record of a plat of survey, dated February 12, and certified February 27, 1806.

It is the opinion of the board that this claim ought not to be granted. See book No. 5, page 432.

July 13, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

David Horine, claiming 640 acres of land, situate in the Richwood settlement, Washington county, on the waters of Big river, (see record book B, page 247; minutes, book No. 5, page 432,) produces a plat of survey, dated February 12, 1806.

John Stewart, being of lawful age, and duly sworn upon his oath, doth depose and say, that on the 12th day of February, 1806, he surveyed for David Horine a settlement or head right of 639¼ acres and 10 poles, including David Horine's improvement; that, as to the settlement of the above claim, this deponent does not positively know but there were large white oak stumps that, from appearances, had been made into rails within the survey. Deponent says he neither saw a house nor enclosure at the time above mentioned, though there might have been without his seeing them, as his duties only required of him to make the survey.

JOHN STEWART.

Sworn to and subscribed, May 9, 1833.

L. F. LINN, *Commissioner.*

Benjamin Horine, being duly sworn, deposes and says that he was in the country before the change of government; that he is now fifty-six years of age; that David Horine came to the country in 1801; that at the time he came to the country, which was later than David Horine had come, there were corn-stalks in David Horine's field; at the time he came, David Horine was living on the place which was afterwards surveyed by John Stewart for him, in the surveying of which he assisted in carrying the chain; that the land surveyed for David Horine was on the waters of Big river.

BENJAMIN HORINE,

Sworn to and subscribed May 9, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 232.

June 17, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield and F. R. Conway, commissioners.

In the case of David Horine, claiming 640 acres of land, see book No. 6, page 232.

Benjamin Horine, being sworn, states on his oath that he came to this country on the 22d day of May, 1803; that David Horine was at that time in possession of the land above mentioned, on Big river, on which the said David Horine had in cultivation between four and five acres in corn. And deponent further states that the land was cultivated and possessed by the said David for fifteen years or more afterwards, that is to say, after the arrival of deponent in this country. Deponent further states that, in giving evidence on a former occasion, in relation to the above claim, the points to which his testimony now relates were not brought to his recollection by any questions or circumstances at the time of giving such testimony. Deponent further states that, by the will of David Horine, deceased, he has no interest or claim in or to the said estate of David, his deceased brother. See book No. 6, page 530.

July 9, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield, J. H. Relfe and F. R. Conway, commissioners.

In the case of David Horine, claiming 640 acres of land, see book No. 6, page 232.

John Stewart, duly sworn, says that he is about 65 years of age; that since 1802 he was personally acquainted in this country with David Horine, the claimant, and witness believes that said David had arrived in the country in the year 1801, and has ever since lived in the same. See book No. 7, page 5.

October 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

David Horine, claiming 640 acres of land. See book No. 6, page 232.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said David Horine, or to his legal representatives. See book No. 7, page 38.

F. R. CONWAY.
JAMES H. RELFE.
JAMES S. MAYFIELD.

No. 178.—Auguste P. Chouteau, claiming 800 arpens.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Auguste Chouteau, jr., has the honor to represent to you, that having considered the dangers to which commerce is exposed, and being old enough to establish himself, he has thought better to give the preference to agriculture; consequently, he hopes that you will please receive his demand kindly, and give him proofs of that protection you have always granted to industry; therefore he has the honor to supplicate you to have the goodness to grant to him the concession of a tract of land of eight hundred arpens in superficie, situated about sixty miles from the village of St. Genevieve, between Mine à Breton and the Old Mine, in such a manner that the spring, near which is the spot he has chosen to make his improvement, shall be included in the survey of said tract of land. The petitioner has the honor to inform you that he had obtained of your predecessor the promise of a concession for this same quantity of land, for the improvement of which he possesses all the means necessary, and this makes him hope that you will be pleased to do justice to his demand in such a way as to fulfill his views.

AUGUSTE CHOUTEAU, Jr.

St. Louis, *January* 5, 1800.

St. Louis of Illinois, *January* 5, 1800.

Whereas we are assured that the petitioner possesses sufficient means to improve the land he solicits in the time fixed by the regulation of the governor general of this province, the surveyor, Don Antonio Soulard, shall put the party interested in possession of the 800 arpens of land in superficie, in the place indicated in his petition; which being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general of these provinces, to whom alone, by royal order, corresponds the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

St. Louis, *July* 25, 1833.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I do certify that a tract of land, of 800 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of Don Auguste Chouteau, jr.; said measurement was made with the perch of the city of Paris, of 18 French feet, lineal measure of the same city, according to the custom adopted in this province. This land is situated at fifty-three miles to the northwest quarter west from the post of St. Genevieve, and bounded to the north-northwest, south-southeast, and west-southwest, by vacant lands of the royal domain; and to the east-northeast by the lands of Elias Bates. Said survey and measurement was done without regard to the variation of the needle, which is 7 degrees 30 minutes east, as appears by the foregoing figurative plat, on which are noted the dimensions, courses of the lines, other boundaries, &c. Said survey was executed by virtue of the decree of the lieutenant governor and subdelegate of the royal fisc, Don Carlos Dehault Delassus, under date of 5th January, 1800, here annexed. In testimony whereof, I do give the present certificate, together with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, Don Thomas Maddin, on the 6th of September, 1803, who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

St. Louis of Illinois, *January* 15, 1804.
Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

St. Louis, *October* 17, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
178	Auguste P. Chouteau.	Arps. 800	Concession, 5th January, 1800.	Carlos Dehault Delassus.	Thos. Madden, 6th September, 1803; certified by Soulard, 15th January, 1804; 53 miles N. W. ¼ W. from St. Genevieve.

Evidence, with reference to minutes and records.

May 5, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

Auguste Chouteau, jr., claiming 800 arpens of land situate in the district of St. Genevieve, produces a concession from Charles D. Delassus, dated 5th January, 1800, and a survey of the same, taken 6th September, 1803, and certified 15th January, 1804.

Auguste Chouteau, being duly sworn, says that, about five or six years ago, he was informed by claimant's father that, in consequence of a recommendation from Gayoso de Lemos, he had obtained a number of concessions for himself and his children; and, further, that the above claimant was, about the time of obtaining said concession, of the age of eighteen years.

Nicholas Boilevin, being also duly sworn, says that, about five or six years ago, claimant's father, having obtained the said concession for said claimant, applied to witness, and agreed with him for the establishing of the aforesaid tract of land; that the same is mine land; that accordingly, witness moved on it for claimant, built a house and out-houses; that he then began to work said land for mineral, and that the same has been actually worked and inhabited to this day; that claimant was born in the country, and claims no other land in his own name in the Territory.

The board reject this claim. The board remark on the aforesaid three claims of Peter Chouteau, sr., Peter Chouteau, jr., and Auguste Chouteau, jr., that, from the testimony offered in the same, they were satisfied that Peter Chouteau, sr., enjoyed the highest confidence and favor of the Spanish government; was employed on the most confidential and important occasions; was the negotiator of Indian treaties, and much occupied in the Indian department; that he received no compensation for these various services, except a promise of command in the regular army, in which he was disappointed from the change of government; and that it was the intention and wish of the governor general and intendant that the lieutenant governor should favor him in all his undertakings, and assist him in the same. See minutes, No. 1, page 282.

DECEMBER 23, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Auguste Chouteau, jr., claiming 800 arpens of land. See book No. 1, page 282.

It is the opinion of a majority of the board that this claim ought not to be confirmed. Frederick Bates, commissioner, forbears giving an opinion. See book No. 5. page 536.

JULY 10, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Auguste P. Choteau, son of Peter Chouteau, sr., claiming 800 arpens of land situated in Washington county, (see record book C, page 379; minutes, No. 1, page 282; No. 5, page 536,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated January 5, 1800.

M. P. Le Duc, duly sworn, says that the signature to the concession is in the proper handwriting of the said Carlos Dehault Delassus.

The following testimony was taken before L. F. Linn, commissioner:

Thomas Maddin, of lawful age, being first duly sworn, deposeth and saith that he was deputy surveyor under the Spanish and American governments in Upper Louisiana; that while he was deputy surveyor under the Spanish government, he surveyed for Auguste Choteau, son of Don Pedro Chouteau, 800 arpens of land, in virtue of a concession from the lieutenant governor of Louisiana, situated in Washington county at this time, formerly St. Genevieve. This survey was made on December 6, 1803, and it is bounded as follows: beginning at a post, and making corner at Elias Bates' land; thence south 20° east 5 French perches to a stone near a post oak; south 70° west 20 perches to a stone near a post oak; 28 to a stone near a white oak; north 20° west 285½ perches to a stone near a post oak; thence north 70° east 280 perches, to the beginning. Deponent further states that, at the time this tract of land was surveyed by him, there was a house on the same, occupied by the agent of the said Chouteau, who had negroes working on the land at the time. Deponent further says he filed a regular plat of survey of this tract, which was recorded at St. Louis, to which deponent refers.

THOMAS MADDIN.

Sworn to and subscribed May 11, 1833.

L. F. LINN, *Commissioner.*

Joseph Becquet, sr., being duly sworn, deposes and says that Auguste Chouteau, son of Pierre Chouteau, occupied and cultivated, by their agent, Nicolas Boilevin, a concession of land, quantity not recollected, joining the Old Mine tract or concession. Deponent further states that they had in cultivation, in the year 1804, four or five acres of land; he says said Chouteau had said land in possession some years before, how many he does not remember. Deponent says that, before and during the year 1804, he had negroes working on his property owned by said Chouteau, as well as hired white men in the employment of Mr. Chouteau or his agent. Deponent further states said tract of land has been occupied and cultivated ever since by Chouteau, or persons under him.

JH. BECQUET.

Sworn to and subscribed May 11, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 229.

JULY 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

In the case of Auguste P. Chouteau, claiming 800 arpens of land, (see book No. 6, page 229,) claimant produces a paper purporting to be an original plat of survey of said land, dated 6th September, 1803, by Thomas Maddin, deputy surveyor, and certified 15th January, 1804, by Antoine Soulard, surveyor general.

M. P. Le Duc, duly sworn, says that the signature to the said plat and certificate of survey, is in the proper handwriting of the said A. Soulard. See book No. 7, page 1.

OCTOBER 15, 1834.

The board met pursuant to adjournment. Present, F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Auguste P. Chouteau, claiming 800 arpens of land. See book No. 6, page 229.

The board are unanimously of opinion that this claim ought to be confirmed to the said Auguste P. Chouteau, or to his legal representatives, according to the concession. See book No. 7, page 39.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 179.—Therese Crely, claiming 3,528 arpens.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Therese Crély, wife of Louis Tesson Honoré, has the honor to supplicate you to condescend to take into consideration her unhappy situation, and that of her children, ruined by a writ of execution issued against the property of her husband, to whom there remains no kind of means for the support of her family. The heart of your petitioner, rent by such a desperate situation, sees no other resource but in your natural goodness, and in the generosity of the government, which has always been the protector of the unfortunate; full of confidence, and assured of the help of some friends, she flatters herself to be able to procure the means of establishing a stock farm; therefore, she claims of your justice that you will be pleased to grant to her a concession for a tract of land of 3,528 arpens in superficie, or the half of a league square, situated on the north side of the river called à Geoffrion, at the distance of about sixty leagues from this town. Your petitioner has the honor to observe that, at that distance, lands are of no value, and are not asked for by anybody; that those remote settlements are subject to dangers on account of the Indians who are hovering along the Missouri in the hunting seasons; but those dangers appear of little consequence to her when she hears the cry of nature, and considers that there is no other means left her to snatch her family from the grasp of misery. Having the greatest confidence in your compassionate feelings, she hopes that the short sketch she has submitted of her woful situation will secure to her the favor which she solicits of your justice.

her
THERESE CRELY × HONORE TESSON.
mark.

J. Bte. Huteaux, witness of the mark.

St. Louis, *April* 2, 1803.

St. Louis of Illinois, *April* 6, 1803.

Being fully convinced of the situation in which the petitioner, as she states, finds herself with a numerous family, and it being important to the general welfare that those parts, so remote from these posts, should be settled, as well for the advantage of travelers, hunters, and Indian traders, as in order to put a stop to the incursions of the Indians, I do grant to her one-half league (square) conformably to her demand, on express condition that she is to inhabit, clear and cultivate the same, in part, as her short means will permit, without delay; and the said concession shall remain secured to her and her children, it being out of the power of any of her husband's creditors, or her own, to pretend or claim anything against said concession, either for debts heretofore contracted, present or future; the same having to retain its whole value for the benefit of the petitioner, and afterwards pass over to her children; and when her means will permit, and the settling of those remote parts shall require, the petitioner shall apply to the surveyor, in order to have the said concession surveyed; and said survey shall serve to solicit the title of concession from the intendant, to whom corresponds, by the King's order, the granting of all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from Spanish record of concessions, book No. 2, pages, 59, 60 and 61.

JULIUS DE MUN.

St. Louis, *August* 10, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
179	Therese Crély, wife of Tesson Honoré.	Arps. 3,528	Concession, 6th April, 1803.	Carlos Dehault Delassus.	On the north side of river Geoffrion, about 60 leagues from St. Louis.

Evidence, with reference to minutes and records.

November 2, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Therese Crély, wife of Louis Tesson Honoré, claiming 3,528 arpens of land, situate on the north side of river Geoffrion, district of St. Charles, produces a concession from Charles D. Delassus, lieutenant governor, dated 6th of April, 1803.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 396.

July 16, 1833.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

Therese Crély, wife of Tesson Honoré, by her legal representatives, claiming 3,528 arpens of land on the north side of the river Geoffrion. See book D, page 129; Spanish record of concessions, book No. 2, pages 58, 59 and 60; minutes, No. 5, page 396.

Col. Thomas H. Benton, being duly sworn, says that about fourteen or fifteen years ago the original concession, on which this claim is founded, was put in his hands by Therese Crély Tesson Honoré, and her son, Louis Honoré, to draw a petition upon it to Congress for its confirmation; the petition was drawn and sent on, and he believes the original was sent on with it; that he has since, at the request of

those interested, searched among his papers for the original, but could not find them, and does not know where they are. Deponent further says that the papers had all the appearance of genuine papers. See book No. 6, page 234.

JUNE 10, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield and F. R. Conway, commissioners.

In the case of Therese Crély, claiming 3,528 arpens of land, see book No. 6, page 234.

Pierre Chouteau, senior, duly sworn, says that, in 1800, Tesson Honoré, the husband of said Therese Crély, came to ask of the deponent if he could help him to make an establishment on river Geoffrion, now called Two Rivers; that deponent lent him a sum of money, and the said Honoré immediately hired several men, went on said tract, built houses, cleared lands, had a good stock of cattle, and lived there with his wife and father-in-law; that, in 1803, deponent, on his way to Prairie du Chien, saw said improvement; he does not recollect of having seen a field, but saw a large garden, dwelling-house, out-houses and stables; that said Tesson remained on said tract until driven away by Indian depredations. Deponent further says that although said Tesson owed him at his death the sum of $1,200, he has no kind of interest in the claim.

Jacques Metté, duly sworn, says that thirty-four years ago, on the 15th of June, he passed on the tract claimed; that he saw a dwelling-house and out-houses, a garden of about two and one-half arpens; that, back of the buildings, there was an enclosure of seven or eight arpens, where the cattle were then kept; that said Honoré was living on said place with his wife and children. See book No. 6, page 528.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Therese Crély, claiming 3,528 arpens of land. See book No. 6, page 234.

The board are unanimously of opinion that this claim ought to be confirmed to the said Therese Crély, or to her legal representatives, according to the concession. See book No. 7, page 39.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 180.—GABRIEL LORD, CLAIMING 400 ARPENS.

Don Carlos Dehault Delassus, lieutenant governor of Upper Louisiana:

SIR: Gabriel Lord has the honor to represent to you that he would wish to make an establishment in the upper part of this province, where he has been residing for some time; therefore, he prays you to grant to him a tract of land of four hundred arpens, in superficie, to be taken on the vacant lands of his Majesty's domain, in the place which shall be most convenient to the interest of your petitioner, who presumes to expect this favor of your justice.

his
GABRIEL × LORD.
mark.

ST. LOUIS, *July* 10, 1800.

ST. LOUIS OF ILLINOIS, *July* 12, 1800.

Whereas we are assured that the petitioner possesses sufficient means to improve the land he solicits, I do grant to him and his heirs the land he solicits, provided it is not to the prejudice of anybody; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks for, in a vacant place in the royal domain; and this being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands, &c.

CARLOS DEHAULT DELASSUS.

Don Antonio Soulard, surveyor general of the settlements of Upper Louisiana.

I certify that a tract of land, of 360 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of Gabriel Lord. Said measurement was made with the perch of the city of Paris, of 18 French feet, lineal measurement of the same city, and the survey was done without regard to the variation of the needle, which is seven degrees, thirty minutes east, as appears in the foregoing figurative plat. This land is situated at the Spanish swamp to the north thirteen degrees west of this town, bounded north by lands of Vincent Carico; south, by lands of widow Rigauche; east, in part, by lands of Pascal Cerré, and part by those of Jacques St. Vrain; and west, by lands of Vincent Carico. On said plat the dimensions, courses of the lines, other boundaries, &c., are designated. The survey was executed by virtue of the decree of the lieutenant governor and sub-delegate of the royal fisc, Don Carlos Dehault Delassus, under date of July 12th, 1800, here annexed. In testimony whereof, I do give the present certificate, with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, James Mackay, on the 3d December, 1803, and who signed the minutes, to which I certify.

ANTONIO SOULARD, *S. G.*

ST. LOUIS OF ILLINOIS, *August* 23, 1803.

NOTA.—The survey of the said land was not made in presence of the proprietor, as expressed in the foregoing certificate of survey, but was made in presence of Don Santiago St. Vrain, as agent of the said proprietor, by virtue of a power to him given, and annexed to the petition of the interested.

SOULARD.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *August* 7, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
180	Gabriel Lord...	Arps. 400	Concession, 12th July, 1800.	Carlos Dehault Delassus.	360 arpens, by James Mackay, 3d December, 1833; on the Marais Espagnol, (Spanish pond.)

Evidence, with reference to minutes and records.

NOVEMBER 25, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Jacques St. Vrain, assignee of Gabriel Lord, claiming 360 arpens of land situate on the Spanish ponds, district of St. Louis, produces record of concession from Charles D. Delassus, lieutenant governor, dated 12th July, 1800; record of a plat of survey, dated 3d December, 1803, certified 23d August, 1803.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 448.

JULY 24, 1833.

The board met pursuant to adjournment. Present: Lewis F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Gabriel Lord, by his assignees, Vincent Carica, claiming 400 arpens of land, (see record book C, page 323; book No. 5, page 448,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated July 12th, 1800; also a plat of survey, executed by Mackay, and certified by Soulard, August 3, 1803, for 360 arpens.

M. P. Le Duc, duly sworn, says that the signature to the concession is in the proper handwriting of Carlos Dehault Delassus, and the signature to the plat and certificate of survey is in the proper handwriting of Antoine Soulard.

Daniel Quick, being duly sworn, says that about the year 1811 or 1812, the said Gabriel Lord hired hands to work on said land, and that it has been cultivated ever since by said Lord, or under him. See minutes, book No. 6, page 237.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relf, commissioners.

Gabriel Lord, claiming 400 arpens of land. See book No. 6, page 237.

The board are unanimously of opinion that 360 arpens of land ought to be confirmed to the said Gabriel Lord, or to his legal representatives, according to the survey. See book No. 7, page 39.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 181.—AUGUSTE GAMACHE, CLAIMING 300 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of Upper Louisiana:

Auguste Gamache, jr., residing in the village of Carondelet, where all his family is settled, and father of two children, wishing to make a plantation for himself, has the honor to supplicate you to have the goodness to grant to him the quantity of three hundred arpens of land in superficie, corresponding to the number of persons composing his family. The said land is situated on the south side of the Maramec, at some distance from its mouth, in such a way as not to be prejudicial to any other concessions which might have been granted at the same place. The petitioner hopes to deserve this favor of your justice.

AUGUSTE his × mark. GAMACHE.

ST. LOUIS, *December* 20, 1799.
As witness of the signature:
ANTONIO SOULARD.

ST. LOUIS OF ILLINOIS, *December* 20, 1799.

Considering that the petitioner has been a long time in this country, and that his family is numerous enough to obtain the quantity of land which he solicits, the surveyor, Don Antonia Soulard, shall put the party interested in possession of the same, and shall make out a plat and certificate of his survey in continuation of this, in order to serve to solicit the concession from the intendant general of these provinces, to whom alone corresponds, by his Majesty's order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from book E, page 319.

JULIUS DE MUN.

ST. LOUIS, *August* 10, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
181	Auguste Gamache	Arps. 300	Concession, 20th December, 1799.	Carlos Dehault Delassus.	On the south side of Maramec, near its mouth.

Evidence, with reference to minutes and records.

JULY 26, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Auguste Gamache, by his legal representatives, claiming three hundred arpens of land, under a concession from Carlos Dehault Delassus, dated December 20, 1799. See record book E, page 319; book No. 6, page 238.

AUGUST 17, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

In the case of Auguste Gamache, claiming three hundred arpens of land, see page 238 of this book, (No. 6.)

Paul Robert, being duly sworn, says that in the year of the earthquakes in this country, (to wit, 1811,) he was employed by Jeremiah Connor, then sheriff of St. Louis county, to aid in surveying the above-mentioned tract; that said survey embraced also, as witness understood, a tract of one thousand and fifty arpens, belonging to the claimant and John Baptiste Gamache, jointly, and that the claimant, Auguste Gamache, was present when the tract was surveyed; that he was informed Connor had a judgment against John Baptiste Gamache, and his object was to ascertain the situation of the land, to enable him to give a description of the tract, for the purpose of exposing it to public sale; that, in or about the year 1816, Mr. Philip Fine rented the said three hundred arpens tract of Auguste Gamache, and he, the deponent, owing Fine, paid part of the rent for him to Gamache, and that he always understood the tract to belong to said Gamache; that about thirty-one or thirty-two years ago he saw corn growing on this tract, and, as well as he can recollect, the field contained some eight or ten acres. See minutes, book No. 6, page 244.

AUGUST 22, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

In the case of Auguste Gamache, claiming three hundred arpens of land, see No. 6, pages 238 and 244.

Joseph Gamache, duly sworn, says he knows that, twenty-six years ago, Auguste Gamache went with his, the deponent's father, to J. Brindley, who was then working on said land, and told him it was his, Auguste Gamache's land, by virtue of a concession granted to him by the Spanish government, but said Brindley did not mind him, and continued to work on said land. See No. 6, page 247.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Auguste Gamache, claiming three hundred arpens of land. See book No. 6, page 238.

The board are unanimously of opinion that this claim ought to be confirmed to the said Auguste Gamache, or to his legal representatives, according to the concession. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 182.—BAZILE DESNOYERS, CLAIMING 800 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
182	Bazile Desnoyers.	Arps. 800	Settlement right.	.....	On river Maramec.

Evidence, with reference to minutes and records.

FEBRUARY 4, 1813.

Bazile Desnoyers' legal representatives, claiming 800 arpens of land on river Maramec, county of St. Louis. See notice in book F, page 96.

Louis Courtios, duly sworn, says that, about 30 years ago, Bazile Desnoyers inhabited and cultivated the above tract during six consecutive years. He had a wife and two Indian slaves. See recorder's minutes, page 40.

AUGUST 12, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison and F. R. Conway, commissioners.

Bazile Desnoyers, by his legal representatives, claiming 800 arpens of land on the right bank of the Maramec. See book F, page 96; recorder's minutes, page 40.

Laurent Reed, duly sworn, says that Bazile Desnoyers cultivated said tract of land about 40 years ago, and continued to inhabit and cultivate the same for about five or six years consecutively, until he was plundered and driven away by the Indians. See book No. 6, page 242.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Bazile Desnoyers, claiming 800 arpens of land. See book No. 6, page 242.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said Bazile Desnoyers, or to his legal representatives. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 183.—CHARLES TAYON, JR., CLAIMING 800 ARPENS.

To Don Carlos Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Charles Tayon, jr., son of the commandant of the post of St. Charles of Missouri, has the honor to represent, that being on the eve of establishing himself, and considering agriculture as a resource less liable to human changes, and affording the best means of securing landed property to his family, he expects of your goodness and justice that, in consideration of his father's services, and of the zeal which himself has manifested in all instances when he has been employed in the public service, you will be pleased to grant him a tract of land, of 800 arpens, in superficie, to be taken in the district of St. Charles, on the north side of the Missouri; this first favor of the government shall be to him a motive of encouragement, which will increase his desire of rendering himself more and more useful in the public service.

CHARLES TAYON, Jr.

ST. LOUIS, *October* 17, 1802.

ST. LOUIS OF ILLINOIS, *October* 18, 1802.

Whereas we are assured that the petitioner has sufficient means to improve the lands which he solicits, I do grant to him and his heirs, the land he solicits, provided it is not to the prejudice of any one; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks for, in the place indicated; and this being executed, he shall make out a plat of his survey, delivering the same to the party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Rec'd No. 50.

MACKAY.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *August* 14, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
183	Charles Tayon, jr.	Arps. 800	Concession, 18th Oct., 1802.	Carlos Dehault Delassus.	John McKinney, D. S., 13th February, 1806. Received for record by A. Soulard, S. G., 28th February, 1806. On the Missouri, district of St. Charles.

Evidence, with reference to minutes and records.

DECEMBER 10, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Charles Tayon, jr., claiming 800 arpens of land situate on the Missouri, district of St. Charles, produces record of a concession from Delassus, lieutenant governor, dated 18th October, 1802; record of a plat of survey, dated 13th February, and certified 28th February, 1806.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 506.

AUGUST 14, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Charles Tayon, jr., by his legal representatives, claiming 800 arpens of land, (see record book C, page 336; No. 5, page 506, (produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 18th October, 1802; also depositions taken November 14th, 1817, before Andrew Wilson, justice of the peace; also deeds of conveyances.

M. P. Le Duc, sworn, says that the signature to the concession is in the proper handwriting of Carlos Dehault Delassus. See minutes, book No. 6, page 243.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Charles Tayon, jr., claiming 800 arpens of land. See book No. 6, page 243.

The board are unanimously of opinion that this claim ought to be confirmed to the said Charles Tayon, jr., or to his legal representatives, according to the concession. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 184.—THOMAS MADDIN, CLAIMING 6,000 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Thomas Maddin, R. C., formerly an inhabitant of the United States, and settled on this side of the Mississippi, with his numerous family, since a number of years, owner of slaves, and deputy surveyor for the posts of St. Genevieve and New Bourbon, has the honor, respectfully, to represent, that having but an insufficient quantity of land to exert his industry, and to maintain a great number of cattle, he would wish to obtain from the generosity of the government the same favor which it has been pleased to grant to all those who wanted to establish stock farms; therefore, full of confidence in your justice, and in the perfect knowledge you have of his conduct and his means, he has the honor, respectfully, to supplicate you to have the goodness to grant to him, in full property, a concession for a tract of land of 6,000 arpens in superficie, to be taken in a vacant place of the domain, situated in the districts of St. Genevieve and New Bourbon. Your petitioner having no other views but to continue to live as a peaceable and submissive cultivator of the soil, and to bring up his family in the same principles, hopes that you will be pleased to do justice to his demand in a way favorable to the accomplishment of his views.

THOMAS MADDIN.

ST. LOUIS OF ILLINOIS, *January* 15, 1800.

Considering that the petitioner is one of the first settlers in this country, who came from the United States, and whose known conduct and personal merit are recommendable, and being satisfied to evidence as to the truth of what he states in his petition; the whole being supported by the information given by the commandant of the post of New Bourbon, captain of militia, Don Pedro Delassus Deluziere, I do grant to him and his heirs the land which he solicits, provided it is not prejudicial to anybody; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and this being executed, he shall make out a plat of his survey, delivering the same to said party, with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

We, the undersigned, civil and military commandant of the post of New Bourbon, do certify to the lieutenant governor of Upper Louisiana, that the statement in the present petition is very exact, sincere, and true; and that the petitioner deserves under all points of view, to obtain the concession of 6,000 arpens of land he asks for, in a vacant place of the King's domain, and laying, in parts, in the districts St. Genevieve, and of New Bourbon, in order to make thereon a stock farm, as much on account of the essential services he has frequently rendered to the inhabitants of the said two districts, in his capacity of deputy of the King's surveyor, as because he is very honest, and well versed in the art of good cultivation; that he has a great number of cattle, and sufficient means to establish, very advantageously, the said stock farm.

Done in NEW BOURBON, *January* 10, 1800. PRE. DELASSUS DECUZIERE.

FRANCISCO VALLE, *Commandant of St. Genevieve.*

The petitioner has the honor to represent to you that not having found a sufficient quantity of land suitable to his views, in one of the districts mentioned in his petition, he prays you to grant him 4,000 arpens in the district of St. Genevieve, situated at a place where there is a large spring which empties into the river Du Chevreuil (Deer creek) bounded by a small branch of Grand river, about three miles east of the Old Mine; and the other 2,000 arpens remaining on river Aux Vases, on the north branch, above the concession of Mr. St. Vrain.

THOMAS MADDIN.

ST. GENEVIEVE, *March* 1, 1800.

ST. LOUIS, *March* 15, 1800.

Permission is given to the petitioner to take the concession in the place he asks for, provided it is not to the prejudice of anybody, whether he establishes his stock farm now, or in a more remote time.

DELASSUS.

The said title of concession has been registered, and its compared copy deposited in the archives of the post of New Bourbon, under No. 50.

D. L. S.

Truly translated.

JULIUS DE MUN, *T. B. C.*

St. Louis, *September* 3, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
184	Thos. Maddin, sr.	Arps. 2,000	Concession, 15th January, 1800, for 6,000 arpens.	Carlos Dehault Delassus.	2,000 arpens, by Nathaniel Cook, D. S., 14th December, 1805; received for record by A. Soulard, S. G., 27th February, 1806; on river Aux Vases.

Evidence, with reference to minutes and records.

June 23, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

Thomas Maddin, senior, claiming 6,000 arpens of land situate in the district of St. Genevieve, produces a concession from Charles D. Delassus, dated January 15, 1800, a certificate of survey of 2,000 arpens, dated 14th December, 1805, and a further warrant of survey for 4,000 arpens, in consequence of the said claimant not having found more than 2,000 arpens in compliance with the aforesaid concession, the same dated 15th March, 1800, and another certificate of survey of 4,000 arpens, dated December 1, 1803.

The board reject this claim, and call for further proof of the date of said concession; they observe that the said claimant had, at the time of obtaining said concession, a wife and seven children, and seven slaves; was a surveyor of the said district, in which capacity he acted from the year 1797 until the change of government. See book No. 1, page 334.

August 23, 1810.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

Thomas Maddin, senior, claiming 6,000 arpens of land. See book No. 1, page 334. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 470.

August 27, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G Harrison, and F. R. Conway, commissioners.

Thomas Maddin, senior, claiming 2,000 arpens of land, the residue of a concession originally for 6,000 arpens, (of which 4,000 arpens have been confirmed, see Bates' Decisions, page 35,) situated on the waters of river Aux Vases—see book No. 1, page 334; No. 4, page 470; record book A, page 516—produces a paper purporting to be an original concession from Charles Dehault Delassus, dated 15th January, 1800, with an additional permit to take the said quantity of land in two different places, and also a recommendation from Pierre Delassus Deluziere, commandant of New Bourbon.

The following testimony was taken before L. F. Linn, Esq., one of the commissioners:

State of Missouri, *County of St. Genevieve:*

John Baptiste Vallé, aged about 72 years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with Pierre Delassus Deluziere; that he has frequently seen him write; that he was the commandant of the post and district of New Bourbon in the year 1800; and that the name and signature to the recommendation for said grant, dated the 10th of January, in the year aforesaid, is the proper name and signature, and in the proper hand of the said Pierre Delassus Deluziere. And this deponent further says that he was well acquainted with Charles Dehault Delassus; that he has frequently seen him write; that he was the lieutenant governor of the province of Upper Louisiana in the year 1800; and that the name and signature, and handwriting to the said concession, from said Charles Dehault Delassus, of the 15th of January, 1800, and of the 15th of March, in the same year, to said Thomas Maddin, for said 6,000 arpens of land, is the proper name and signature, and in the proper handwriting of the said Charles Dehault Delassus. And this deponent further says that, at the date of the grant aforesaid, the said Thomas Maddin was a citizen and resident in the then province of Upper Louisiana; that he had a large family, slaves, stock, and other property, and was enterprising and industrious, and that the said Maddin has been from thence hitherto, and still is, a citizen and resident in the country; that he opened a large farm, and built a grist mill and saw mill on some of the land conceded to him.

J. BTE. VALLE.

Sworn to and subscribed before me, L. F. Linn, one of the commissioners, &c., this 4th day of May, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 255.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Thomas Maddin, claiming 2,000 arpens of land. See book No. 6, page 255.

The board are unanimously of opinion that this claim ought to be confirmed to the said Thomas Maddin, or to his legal representatives, according to the concession. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 185.—CHARLES VALLE, CLAIMING 160 ARPENS.

Don Francisco Cruzat, lieutenant colonel of infantry, (by brevet,) commander-in-chief and lieutenant governor of the western part and district of Illinois.

Having examined the present memorial, which has been presented to me by Charles Vallé, an inhabitant of this town of St. Louis, under date of the 3d of June of this current year, I have granted to the above-named, in fee simple, for him, his heirs, or others who may represent his right, four arpens of land in front, by forty in depth, on the river called *La Glaize à Bequette*, the said tract beginning at the bank of the river, and joining on one side to one Alexis Loise, and on the other to the King's domain, on condition to establish the same in the term of one year from this day; and the said land shall be liable to public charges and others which it may please his Majesty to impose; and, on the contrary, they shall be reincorporated to the royal domain.

FRANCISCO CRUZAT.

Given in ST. LOUIS OF ILLINOIS, *June* 5, 1782.

Truly translated from livre terrien, No. 4, page 4.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 13, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
185	Charles Vallé ..	Arps. 160	Concession, October 5, 1782.	Francisco Cruzat.	On Glaize à Bequette, (Bequette's lick,) on the Mississippi.

Evidence, with reference to minutes and records.

AUGUST 27, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Charles de Vallé, by his legal representatives, claiming four arpens of land in front, by forty arpens in depth, situated at Glaize à Bequette, on the Mississippi. See livre terrien, No. 4, page 4; record book F, page 190.

Jean Baptiste Maurice, alias Chatillon, being duly sworn, says that he was born on the 4th of March, 1759, at the town of Kaskaskia, Illinois; that he came to St. Genevieve in or about the year 1766 or 1767; that he traveled several times from St. Genevieve up to St. Louis and Carondelet, and resided at Carondelet ever since 1787 or 1788; that about the year 1783 or 1784 the said Charles Vallé inhabited and cultivated the said tract of land; that he, said deponent, put up at the house of said Charles Vallé, on said tract of land, several times until the year 1787, or thereabouts, when said claimant moved from said tract of land on account of Indian depredations. See book No. 6, page 257.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Charles Vallé, claiming 160 arpens of land. See book No. 6, page 257.

The board are unanimously of opinion that this claim ought to be confirmed to the said Charles Vallé, or to his legal representatives, according to the concession. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 186.—LOUIS TAYON, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Louis Tayon, son of the commandant of the post of St. Charles of Missouri, has the honor of representing to you that, being on the point of establishing himself, and considering agriculture as the resource

the least liable to human vicissitudes, and as offering the best means of ensuring a real estate to his family, expects that, in consideration of his father's services, and of the zeal which himself manifested on all occasions wherein he was required to act in the public service, you will be pleased to grant to him a concession for 800 arpens of land in superficie, to be taken in the district of St. Charles, on the north side of the Missouri. This first favor of the government will be to the petitioner a cause of encouragement, which shall yet increase his desire to render himself more and more useful to the public service.

LOUIS TAYON.

ST. LOUIS, *October* 17, 1802.

ST. LOUIS OF ILLINOIS, *October* 18, 1802.

Whereas we are assured that the petitioner possesses sufficient means to improve the land which he solicits, I do grant to him and his heirs the land he solicits, provided it is not to the prejudice of any one; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks for, in the place indicated; and this being executed, he shall make out a plat, delivering the same to said party, together with his certificate, in order to serve him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of land of the royal domain.

CARLOS DEHAULT DELASSUS.

MACKAY.

R'd No. 51.
Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 13, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
186	Louis Tayon...	Arps. 800	Concession, 18th October, 1802.	Carlos Dehault Delassus.	John McKinney, 14th February, 1806; received for record by Soulard, 28th February, 1806; on the Missouri.

Evidence, with reference to minutes and records.

DECEMBER 10, 1811.

Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Louis Tayon, claiming 800 arpens of land, situate on the Missouri, district of St. Charles, produces record of a concession, dated October 18, 1802, from Delassus, lieutenant governor; record of a plat of survey, dated 14th, and certified 28th February, 1806.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 513.

NOVEMBER 1, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Louis Tayon, by his legal representatives, claiming 800 arpens of land, (see record book C, page 367; book No. 5, page 513,) produces a paper, purporting to be an original concession, from Carlos Dehault Delassus, dated 18th October, 1802. See book No. 6, page 289.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Louis Tayon, claiming 800 arpens of land. See book No. 6, page 289.

The board are unanimously of opinion, that this claim ought to be confirmed to the said Louis Tayon, or to his legal representatives, according to the concession. See book No. 7, page 40.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 187.—ELIJAH BENTON, CLAIMING 640 ACRES.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
187	Elijah Benton..	Acres. 640	Settlement right.	.....	John Stewart, deputy surveyor, 12th February, 1806; received for record by A. Soulard, surveyor general, 27th February, 1806. On Big river, district of St. Genevieve.

Evidence, with reference to minutes and records.

FEBRUARY 23, 1808.

Board met on application of a claimant. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Elijah Benton, claiming 640 acres of land, situate on the west side of Big river, district of St. Genevieve, produces to the board a plat of survey, dated 12th February, 1806, and certified by Antoine Soulard, 27th November, 1806.

John Jones duly sworn says, that claimant built a cabin on said tract of land, in the fall of 1804, raised a crop in 1805, and has inhabited and cultivated the same to this day; further says, that claimant had a wife and 11 children in the fall of 1804.

Claimant acknowledges that he never had any permission to settle. See book No. 3, page 185.

NOVEMBER 25, 1808.

Board met. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Elijah Benton, claiming 640 acres of land, situate on Negro fork of Maramec river.

Francis Wideman sworn says, that in 1799, François Vallé, commandant of St. Genevieve, gave him, witness, with his family and connections, as many as he could induce to come to the country, permission to settle, provided they would settle on the frontier, fifteen miles in front of the settlements; that he then wrote to his connections to come to the country; that claimant came to the country in consequence of this letter, and that he is a brother-in-law of witness. Laid over for decision. See book No. 3, page 369.

JUNE 4, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Elijah Benton, claiming 748 arpens and 68 perches of land. See book No. 3, pages 185 and 369. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 361.

NOVEMBER 19, 1833.

The board met pursuant to adjournment. Present: L. F. Linn, A. G. Harrison, and F. R. Conway, commissioners.

Elijah Benton, by his legal representatives, claiming 640 acres of land on Big river, about six or seven miles from Michael Horine's. See book No. 3, pages 185 and 369; No. 4, page 361; record book B, page 346.

John Stewart, of Jefferson county, being duly sworn says, that he was well acquainted with the said Elijah Benton, and knows the tract claimed; that in August or September of the year 1803, he was on the tract claimed, and then there was a field of corn of some three or four acres, a garden, a comfortable cabin and out-house; and, to his knowledge, said tract has been inhabited and cultivated ever since, by whom he cannot say.

Mason Frisell, the present claimant, observes to the board, that the above witness, John Stewart, is a different man than John Stewart, of Washington county, who gave testimony in the same case before L. F. Linn, commissioner. See book No. 6, page 339.

NOVEMBER 30, 1833.

F. R. Conway appeared pursuant to adjournment.

In the case of Elijah Benton, claiming 640 acres of land, (see page 339, of No. 6,) claimant produces to the board, a paper purporting to be the original survey of the land claimed, said survey made by John Stewart, and dated 12th February, 1806; received for record by Soulard, February 27, 1806.

The following testimony was taken before L. F. Linn, commissioner:

John Stewart, being of lawful age, and duly sworn, upon his oath deposes and says that, on the 12th day of February, 1806, he surveyed for Elijah Benton a head or settlement right of 640 acres, including his improvement on Big river; that, at the time this deponent was on the said tract of land to survey the same (at the time above mentioned), there had been, from the appearance of the field, at least two crops made on the place, and, from the appearance of the houses, there was reason to believe that they had been used for two or three years. The deponent further states that he feels great confidence in the belief that at least two crops had been raised on this tract of land at the time he surveyed the same.

JOHN STEWART.

Benjamin Horine, being duly sworn, upon his oath deposes and says that he was in this country before it passed under the government of the United States; that he was well acquainted with the place on Big river settled by Elijah Benton; that, before the change of government took place Elijah Benton had been at work on the place making improvements; that the year after the change of government took place, there was corn raised on the said place by Elijah Benton; that, at the surveying of the said tract by John Stewart, he assisted in carrying the chain, and that, at this time, he is fifty-six years of age.

BENJAMIN HORINE.

Sworn to and subscribed, May 9, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 350.

OCTOBER 16, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Elijah Benton, claiming 640 acres of land. See book No. 6, page 339.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said Elijah Benton, or to his legal representatives. See book No. 7, page 41.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 188.—Thomas Baker, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
188	Thomas Baker..	Acres 640	Settlement right.	.....	John Stewart, D. S., 15th February, 1806; received for record by A. Soulard, S. G., 27th February, 1806.

Evidence, with reference to minutes and records.

June 27, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

Thomas Baker, claiming as aforesaid (under the second section of the act of 1805) 562 arpens 63 perches of land, situate as aforesaid (Bellevue, district of St. Genevieve), produces a survey of the same, dated the 15th, and certified the 27th February, 1806.

Benjamin Crow, being duly sworn, says that the said claimant began the improving of said land in the year 1803, raised a crop in 1804, and being then a single man of the age of twenty-one years or upwards, he lived with his father; and, further, that he, the witness, was present when claimant obtained from the commandant permission to settle on vacant lands. The board reject this claim. See book No 1, page 376.

June 6, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Thomas Baker, claiming 562 arpens and 63 perches of land. See book No. 1, page 376. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 367.

December 4, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Thomas Baker, by his legal representative, William Shannon, claiming 640 acres of land situated in Bellevue settlement, county of Washington. See No. 1, page 376; No. 4, page 367; record book B, page 209.

The following testimony was taken before L. F. Linn, Esq., one of the commissioners:

State of Missouri, *County of Washington:*

Uriah Hull, a witness, aged about 56 years, being duly sworn as the law directs, deposeth and saith that he was acquainted with Thomas Baker, the original claimant; that he, this witness, came to the country in the year 1804; that he knows the tract of land claimed; that in July, 1804, Thomas Baker offered to sell him his place, and that the witness went with said Baker to the land; that said Baker then lived on the land, had a cabin, and some land cleared, some two acres or more; that the land was then in actual cultivation in such articles as corn and other things that a family would want. There were some fruit trees planted on the place; they were peach trees, then some two feet high; the witness was told the trees were planted the year before; this witness was then hunting a place to settle, was the reason he went to see the land; that Baker continued to inhabit and cultivate the land for several years, and then sold to Shannon.

URIAH HULL.

Sworn to and subscribed, this 10th day of May, 1833.

L. F. LINN, *Commissioner.*

John Stewart, aged about 64 years, being duly sworn as the laws directs, deposeth and saith that, in the month of February, 1806, he surveyed for Thomas Baker a tract of land of 480¾ acres and 32 poles, in the Bellevue settlement, for which he made out a plat of survey, and the same was returned to the proper officer; that he states these facts from the original plat and field notes of the survey made by himself, and still in his possession; that the same was surveyed as the head right of said Thomas Baker, and that he paid the recording fees for the same.

JOHN STEWART.

And also came Uriah Hull, John Stewart, Joseph N. Reyburn, and Timothy Phelps, who being severally sworn as the law directs, depose and say that they were well acquainted with Benjamin Crow, who has heretofore testified in this case; that he was always esteemed a man of good character, standing, and reputation, and that he was generally esteemed a man of veracity and truth, and entitled to full credit in all his statements and testimonies; and these affiants believe such to be the facts.

URIAH HULL.
JOHN STEWART.
J. N. REYBURN.
TIMOTHY PHELPS.

Sworn to and subscribed before me, this 10th day of May, 1833.

L. F. LINN, *Commissioner.*

POTOSI, *Washington County, May* 6, 1833.

Personally appeared before me, L. F. Linn, commissioner, Samuel Henderson, who, after being duly sworn, deposes and says that he and Thomas Baker were schoolfellows, and were nearly of the same age; that deponent was born in the year 1785; he verily believes there was but four months' difference in their ages; deponent further states that, in the year 1811, he moved into the same settlement, in now Bellevue township, Washington county, at which time the aforementioned Baker did not reside on said tract of land now claimed by him or his legal representatives.

SAMUEL HENDERSON.

Sworn to and subscribed, the day above mentioned.

L. F. LINN.

John Johnston, of lawful age, being duly sworn, deposes and says that in the fall of 1832 he asked Thomas Baker his age; his reply was that he, the said Baker, would be 47 during the next winter.

JOHN JOHNSTON.

L. F. LINN, *Commissioner.*

At the same time appeared John T. McNeal, aged about 70, who, after being also duly sworn, deposes and says that he never knew of Thomas Baker having any claim to a settlement claim on Big river or any other place. Said deponent says that Thomas Baker improved a place for his father in the year 1804, which improvement was taken by his father in the fall of 1804, and continued to be held by him as his property. Deponent further states that he heard the father of Thomas Baker say, in the spring of 1805, that said Thomas was not of lawful age at that time. Deponent says he never heard of Thomas Baker having made an improvement for himself, but a tomahawk improvement, which was known by girdling trees.

JOHN T. McNEAL.

L. F. LINN, *Commissioner.*

At the same time appeared William Davis, senior, who, being duly sworn, deposes and says that he emigrated to this country in the year 1809, to Bellevue settlement; that Thomas Baker took said deponent to a tract of land on Big river, which said Baker claimed as his property; deponent saw a pole pen, like a hog pen; that he saw a few rails split, lying on the ground; that this was all the improvement he saw on said place or parcel of land, until the year 1811, when Benjamin Harden took possession of it as public land, who, becoming alarmed at the prospect of an Indian war, quit the country, and left it in the care of his nephew, Joseph Harden. Deponent says that, in the year 1812, whilst the said Joseph Harden was on a campaign against the Indians, Thomas Baker broke open the house of said Harden, took possession of it, and kept it until he sold his claim. Deponent further says that Thomas Baker told him that his father and Benjamin Crow notified all those who claimed places to be on them by a certain day; and accordingly, on the day thus appointed, the said Thomas Baker and many others did go and remain on certain pieces of land, and that the father of the said Thomas Baker and the said Crow did go round, and saw the said Thomas and others thus in possession or occupancy of certain lands, and report says that they afterwards went to St. Louis as witnesses to prove up their claims to land thus occupied as aforesaid.

Question by William Shannon, as assignee of Thomas Baker:

Question. Were you a resident in Upper Louisiana, or were you ever in said territory previous to 1809?

Answer by witness. No, I emigrated to the territory in Upper Louisiana in 1809.

his
WILLIAM × DAVIS.
mark.

L. F. LINN, *Commissioner.*

No. 6, page 360.

OCTOBER 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Thomas Baker, claiming 640 acres of land. See book No. 6, page 360.

The board are unanimously of opinion that 480 acres three-quarters and 32 poles, ought to be granted to the said Thomas Baker, or to his legal representatives, it being the quantity claimed on record. See book No. 7, page 41.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 189.—JOHN PAUL, CLAIMING 640 ACRES.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
		Acres.			
189	John Paul.....	640	Settlement right.	.....	John Stewart, D. S., 22d February, 1806; received for record by Soulard, S. G., 27th February, 1806; Bellevue township.

Evidence, with reference to minutes and records.

JUNE 26, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

John Paul, claiming 1,048 arpens and 15 perches of land situate in Bellevue, district aforesaid, (of St. Genevieve,) produces a survey of the same, dated February 22, and certified the 27th, 1806.

William Ashbrook, being duly sworn, says that claimant settled the said tract of land in March, 1804; that he has been an inhabitant of the country for many years past, and had, on 20th November, 1803, a wife and four children.

The board reject this claim. No. 1, page 371.

SEPTEMBER 1, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

John Paul, claiming 1,048 arpens and 15 perches of land, (see book No. 1, page 371,) produces to the board a certificate and permission to settle, on file. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 482.

DECEMBER 2, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Paul, claiming 640 acres of land, under a settlement right, on Big river, Bellevue township. See record book C, page 3; No. 1, page 371; No. 4, page 482.

The following testimony was taken before L. F. Linn, commissioner: John McNeal personally appeared before L. F. Linn, one of the commissioners, &c.

John McNeal, who, after being duly sworn, deposes and says that he was well acquainted with John Paul, who emigrated, he thinks, to this country in 1799. In 1803 said Paul made a settlement on Big river, in Bellevue township, and had permission from Joseph Deselle to make an improvement. In the spring of 1803 said Paul lived in a camp, and was clearing land, and raised a crop of corn that year. Deponent further states that said Paul continued on said place for several years, and gradually improved the land by enlarging his fields and improving his houses. Said deponent saw peach trees growing on said land in 1804.

JOHN T. McNEAL.

Sworn to and subscribed, May 7, 1833.

L. F. LINN, *Commissioner.*

At the same time appeared Martin Ruggles, who, after being duly sworn, deposes and says that in the summer of 1804 he saw Mr. John Paul, with his family, in a log cabin on a tract of land claimed by said Paul, on Big river, Bellevue settlement; said Paul had a small field of corn growing, say two or three acres. Deponent thinks Paul was forty years of age.

MARTIN RUGGLES.

L. F. LINN, *Commissioner.*

Personally appeared before L. F. Linn, one of the commissioners, &c., Uriah Hull, aged about fifty-six years, who, after being duly sworn, deposes and says that he came to this now county of Washington, formerly St. Genevieve county, in the month of July, 1804. Deponent further says that he was at the house of John Paul, on Big river, in the month of August following; said Paul had built there a house and stable; had three or four acres of ground cleared; peach trees growing. Deponent further says he saw corn growing on the said land at that time. Next year, 1805, said Paul had improved his place by opening five acres more, which deponent cultivated for said Paul. He further deposes and says he ate, in 1805, peaches from the trees planted on this land, by Paul, some years before.

URIAH HULL.

Sworn to and subscribed, May 10, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 353.

OCTOBER 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Paul, claiming 640 acres of land. See book No. 6, page 353.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said John Paul, or to his legal representatives. See book No. 7, page 41.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 190.—Bede Moore, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
190	Bede Moore....	Acres. 640	Settlement right.	.....	John Hawkins, D. S., 4th January, 1806; received for record by Soulard, S. G., 26th February, 1806; on the waters of river Saline, now county of Perry.

Evidence, with reference to minutes and records.

June 24, 1806.

The board met pursuant to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esquire.

Bede Moore, claiming as aforesaid 935 arpens 35 perches of land, situate as aforesaid, produces a certificate from Peter D. Deluziere that he had permitted said claimant to settle on vacant lands, dated December 3, 1805, and a survey of said land, taken January 4, and certified February 26, 1806.

Peter Tucker, being duly sworn, says that claimant settled on said tract of land in the fall of 1803, moved his family on the same, and actually inhabited it for about three months of that year; that he cleared and fenced in a few acres, and claims no other land in his own name, in this Territory, and had then a wife and two children. The board reject this claim. See book No. 1, page 345.

April 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Bede Moore, claiming 935 arpens 35 perches of land. See book No. 1, page 345. It is the opinion of a majority of the board that this claim ought not to be granted; Frederick Bates, commissioner, voting for the granting of 300 arpens. See No. 4, page 338.

December 2, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Bede Moore, claiming 640 acres of land situate on the waters of the Saline, now in the county of Perry, (see record book B, page 242; minutes, No. 1, page 345; No. 4, page 338,) produces a paper purporting to be an affidavit of Pre. Delassus Deluziere, formerly commandant of New Bourbon, certifying that, prior to the 20th December, 1803, he gave permission to the said Bede Moore to choose lands, and settle in the district of the said New Bourbon.

State of Missouri, *County of Perry:*

Nicholas Tucker, aged fifty-one years, being duly sworn as the law directs, deposeth and saith that he is well acquainted with Bede Moore, the original claimant; that he came to this country, then the province of Upper Louisiana, in June, 1803; and the witness is also well acquainted with the land claimed, and that the claimant was settled and living on the same in November, 1803; there was a house on the land, into which the claimant went; that he saw claimant engaged in getting rails; that there was a small piece of land under fence; that claimant remained on the land himself till some time in 1804; and that the tract of land has been improved, inhabited and cultivated ever since.

NICHOLAS TUCKER.

Sworn to and subscribed before me, L. F. Linn, commissioner, this 8th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came Joseph Manning, a witness, aged sixty-two years, who, being duly sworn as the law directs, deposeth and saith that he is well acquainted with Bede Moore, the claimant; that he came to this country in the year 1803; that, in the summer and fall of 1803, he was settled on the land claimed, and lived on the land; witness saw him there with his wife and children; that there was a small piece of land under fence; witness saw turnips growing there; that the claimant remained there for some time, and that the said tract of land has been continually under habitation and cultivation ever since.

JOSEPH MANNING.

Sworn to and subscribed before me, L. F. Linn, this 8th day of May, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 356.

October 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Bede Moore, claiming 640 acres of land. See book No. 6, page 354.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said Bede Moore, or to his legal representatives. See book No. 7, page 41.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 191.—James Hawkins, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
191	James Hawkins.	Acres. 640	Settlement right.	.....	John Stewart, D. S., 15th January, 1806; received for record by A. Soulard, S. G., 28th February, 1806; near Mine à Breton.

Evidence, with reference to minutes and records.

April 10, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, Esqrs.

James Hawkins, claiming 748 arpens 68 perches of land, situate on Mill creek, near Mine à Breton, district of St. Genevieve, produces to the board a plat of survey, dated 25th (15th) January, 1806, certified to be received for record 28th February, 1806.

The following testimony in the foregoing claim is transcribed from the rough minutes, as perpetuated by the board on the 2d November, 1808. Permission to settle on file.

John Strickland, sworn, says that, in the fall of 1803, claimant cut logs on this tract, and, in the spring of 1804, put up a camp and planted corn; lived in the same while raising his crop that year; has not done anything on the tract since.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 315.

December 3, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

James Hawkins, claiming 640 acres of land situate near Mine à Breton. See book B, page 246; No. 4, page 315.

The following testimony was taken before L. F. Linn, commissioner:

John Stewart, of lawful age, being first duly sworn in the above case, deposeth and saith that, in January or February, 1805, this deponent assisted in bringing a cart load of corn from off the improvement of James Hawkins, and took the corn out of corn-crib; the cart was sent for another load. There were also on James Hawkins' improvement, at the same time, corn stocks of the growth of the previous season, and off of which he supposed the corn to have come which deponent assisted in hauling. This claim lies about four miles from Potosi, on the Mineral fork, and is known by the name of Hawkins' improvement. This deponent surveyed this claim for said Hawkins, and the annexed diagram is a just representation of the claim of Hawkins, containing 640 acres. This deponent knows that, after James Hawkins removed from his claim aforesaid, a certain James Scott occupied the field of Hawkins, from whence this deponent assisted in hauling the corn aforesaid; but whether obtained by purchase from Hawkins, this deponent cannot say.

JOHN STEWART.

L. F. LINN, *Commissioner.*

John Paul, of lawful age, being first duly sworn, deposeth, and saith that he came to Mine à Breton, with his family, in the year 1802, and became acquainted with James Hawkins, the above claimant, in the latter part of that year. In the fall of the year 1803, the said James Hawkins wished to sell this deponent his settlement and improvement made by him on the Mine creek, or Mineral fork, about four miles from Mine à Breton, in Washington county, in a northwest direction. This affiant further states that James Scott, now deceased, lived for many years on said claim, and until he died; and his widow, Constance Scott, and a part of the children, now live on said claim. How James Scott obtained this claim from Hawkins, this deponent does not know. This deponent has also heard that Samuel Perry, late of Potosi, and now deceased, by his last will and testament, gratuitously gave to said Constance Scott, widow, all his right to said claim. This deponent further states that James Scott died insolvent.

JOHN PAUL.

L. F. LINN, *Commissioner.*

See book No. 6, page 358.

October 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

James Hawkins, claiming 640 acres of land. See book No. 6, page 358.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said James Hawkins, or to his legal representatives. See book No. 7, page 42.

JAMES S. MAYFIELD,
JAMES H. RELFE.
F. R. CONWAY.

No. 192.—John Anderson, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
192	John Anderson..	Acres. 640	Settlement right.	.....	John Stewart, D. S. Received for record by A. Soulard, S. G., February 27, 1806. On Big river, Bellevue settlement.

Evidence, with reference to minutes and records.

June 25, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

John Anderson, claiming, as aforesaid, seven hundred and forty-seven arpens twenty-six perches of land, situate as aforesaid, produces a survey, taken 30th January, and certified 27th February, 1806.

Benjamin Crow, being duly sworn, says that claimant proceeded to improve the said tract of land in 1803, but never inhabited and cultivated the same.

The board reject this claim. See No. 1, page 357.

April 19, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Anderson, claiming seven hundred and forty-seven arpens forty-six perches of land. See book No. 2, page 357. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 334.

December 6, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Anderson, by his heirs and legal representatives, claiming six hundred and forty acres of land, situate in Bellevue settlement, county of Washington. See minutes, book No. 1, page 357; No. 4, page 334; book B, page 215.

State of Missouri, *County of Washington:*

John T. McNeal, aged about seventy years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with the original claimant, John Anderson, usually called John Crow Anderson; that he settled on the land claimed in the year 1802 or 1803; that he built a small house on the same, and made a small field of some two or three acres, and sowed turnips thereon in the fall of 1803; that he understood the claimant was there at times continuing to clear and improve on the same; that the claimant, as he understood then, sold the claim, and that John Bear or Bar took possession of the same, and lived on the same, and continued to improve and cultivate the same till he died; and at his death James Bear, his son, took possession of the same, and continued in possession till he left the country, when the same was left in possession of William Bear, his uncle, who is still in the actual possession and inhabitation of the same.

JOHN T. McNEAL.

Sworn to and subscribed before me, the commissioner, this 9th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came John Stewart, a witness, aged sixty-four years, who being duly sworn as the law directs, deposeth and saith that he was well acquainted with John Anderson, the original claimant, and that he also knows the land claimed; that he believes said Anderson came to the country in the year 1803: that he was informed that he had a claim to a tract of land, and that in 1806, he was called on to survey the same, which he did, and that he made out a plat of survey, which was duly returned and recorded, and the recording fees were paid; that when he surveyed the same, there was an improvement on the land, and a house or cabin. Anderson sold the claim to one John Bear, and the same has been inhabited and cultivated ever since, he believes.

JOHN STEWART.

Sworn to and subscribed before me, the commissioner, this 10th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came Uriah Hull, a witness, aged about fifty-six years, who, being duly sworn, deposeth and saith that he was well acquainted with John Anderson, the original claimant; that the witness came to the country in 1804, and then found said Anderson on the tract of land claimed; that he had a cabin on the land, and some improvement; that he understood he had raised some crop in 1804; that said Anderson continued on the place for some time, and then sold to John Bear, as he was informed, and that he saw Bear on the land afterwards, inhabiting and cultivating the same, and that, from the appearance of the place and cabin, the same had been established before the year 1804.

URIAH HULL.

Sworn to and subscribed before the commissioner, this 10th day of May, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 367.

OCTOBER 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Anderson, claiming six hundred and forty acres of land. See book No. 6, page 367.

The board are unanimously of opinion that six hundred and thirty-eight acres, three-quarters and five poles of land ought to be granted to the said John Anderson, or to his legal representatives, it being the quantity claimed on record. See book No. 7, page 42.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 193.—JOHN EARS, CLAIMING 960 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
193	John Ears.....	Arps. 960	Settlement right.	.....	Thomas Maddin, D. S., 4th January, 1806; received for record by Soulard, S. G., 27th February, 1806; on the waters of Big river, county of St. Francis.

Evidence, with reference to minutes and records.

JUNE 26, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

John Ears, claiming, as aforesaid, 960 arpens of land situate on Big river, district of St. Genevieve, produces a survey of the same, dated January 4, and certified February 27, 1806.

Joseph Gerrard, being duly sworn, says that claimant cut two sets of cabin logs, and planted apple trees.

The board rejects this claim. See No. 1, page 370.

SEPTEMBER 1, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Ears, claiming 960 arpens of land. See book No. 1, page 370. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 481.

DECEMBER 10, 1833.

F. R. Conway, Esq. appeared pursuant to adjournment.

John Ears, by his heirs and legal representatives, claiming 960 arpens of land situate on the waters of Big river, county of St. Francis. See record book B, page 460; minutes, No. 1, page 370; No. 4, page 481.

STATE OF MISSOURI, *County of Washington:*

Alexander McCoy, a witness aged about 52 years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with the original claimant, John Ears; that he was on the tract of land claimed, in the year 1802; that he had a house on the land, and some land cleared, and that he raised a crop on the land in 1802; that said claimant came to the country in 1801; that, in the year 1802, the claimant sold his improvement to Jacob Doget; the said Jacob took immediate possession of the place, and died shortly after the purchase, and that the widow of said Jacob lived on the land, and raised a crop in 1803, and the widow continued to live on the land and cultivate the same till the year 1806 or 1807, when she died; that James Reith then lived on the land for some time, and this witness then, as administrator of Jacob Doget, rented the land to Nuley Stuart, who remained in the possession thereof for one year; and after Stuart left the place, Lewis Simms, in right of his wife, one of the heirs of Jacob Doget, lived on and cultivated the same for several years; that the said Lewis Simms and Mary Doget, now Mary Tripp, are the only two surviving heirs and children of the said Jacob Doget; that this witness was told by Jacob Doget of the sale and purchase of the improvement, and that he paid a part of the money to said Ears, say fifty dollars, for the estate of Jacob Doget, which was paid in 1803; that said John Ears had a wife and four children.

ALEXANDER McCOY.

Sworn to and subscribed before me, this 9th day of May, 1833.

L. F. LINN, *Commissioner.*

Also came Jacob Masteller, a witness, aged about 56 years, who, being duly sworn as the law directs, deposeth and saith that he was well acquainted with John Ears, the original claimant, and with the tract of land claimed; that the said John Ears settled on the land in the year 1801, and built a house on the same; that he cleared some land in 1802, and cultivated the same; that, in the year 1802, said John Ears sold his improvement and head right to Jacob Doget, as he was told by both Ears and Doget, and that Doget took immediate possession of the house and tract of land, and lived on the same till he died, and

that then his wife and family still lived on the same for some time, and raised a crop in 1803, and the widow remained on the land till she died in 1806 or 1807; then one James Reith lived a while on the land, and then one Nuley Stuart; and after Stuart left the same, one Lewis Simms, who had married Alice Doget, in her right took possession of the land, and continued to inhabit and cultivate the same; that said Alice Doget was one of the daughters of said Jacob Doget; that Mary Doget, now intermarried with Henry Tripp, and Alice Doget, now intermarried with said Lewis Simms, are the only two surviving heirs of the said Jacob Doget, deceased; that said Ears came to the country in the spring of the year 1801, built a house on this land in the fall of 1801, and had a wife and four children.

JACOB MASTELLER.

Sworn to and subscribed, this 9th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came James McCoy, aged about 53 years, who, being duly sworn as the law directs, deposeth and saith that he was well acquainted with the original claimant, John Ears; that he came to this country in the year 1801, and settled on the tract of land claimed, in the fall of the same year, and that, in 1802, he cleared land and raised a crop. The said John Ears then sold his improvement and head right to Jacob Doget, who took immediate possession of the place, and continued to inhabit the same till he died, and the witness then went away, and returned in 1805 or 1806, and found the widow and family of said Jacob Doget still in possession and cultivation of the place; that after the widow died, in 1806 or 1807, one James Reith took possession of the place, and continued on the same for about one year, and then one Nuley Stuart inhabited and cultivated the same for some time; and that after Stuart had left the place, Lewis Simms, who had married Alice Doget, one of the daughters of the said Jacob Doget, took possession of the place, and inhabited and cultivated the same for some time; that said John Ears had a wife and four children; and that the said Alice Doget, now Alice Simms, and Mary Doget, now Mary Tripp, wife of Henry D. Tripp, are the only two surviving heirs of the said Jacob Doget, deceased.

his
JOHN + McCOY.
mark.

Sworn to and subscribed, this 9th day of May, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 373.

OCTOBER 18, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

John Ears, claiming 960 arpens of land. See book No. 6, page 373.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said John Ears, or to his legal representatives. See book No. 7, page 42.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 194.—HENRY TUCKER, CLAIMING 949 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
194	Henry Tucker...	Arps. 949	Settlement right.	.....	On Custard or Cedar creek, waters of Saline creek. John Hawkins, D. S., December 20, 1805. Received for record by Soulard, 27th February, 1806.

Evidence, with reference to minutes and records.

DECEMBER 11, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Henry Tucker, by his legal representatives, claiming 949 arpens of land situate on Custard or Cedar creek, waters of the Saline creek. See record book B, page 242; minutes, No. 5, page 505, where the same is not granted.

Beverly Allen, being duly sworn, says that, in the year 1825, he had in his possession a plat of survey of a tract of land claimed by William Hancock and Britain West, as assignees of Henry Tucker, who claimed the same as a settlement right; he believes that the document appeared to be the original survey of the claim, for what quantity he does not recollect; that on the back of the plat were endorsed the words "confirmed, 250 acres," (or "arpens,") "J. L. Donaldson;" which endorsement and signature he believes, from a comparison of the same with the handwriting and signature of said Donaldson on papers in the office of the recorder of land titles, to be the handwriting and signature of J. L. Donaldson, once a commissioner of land titles under the act of Congress providing for their adjustment in the Territory of Missouri, &c. By whom the survey was made, he does not recollect. He also states that the said plat

was lost or stolen out of his office at St. Genevieve in the year 1825 or 1826; that the land embraced in the survey lay, as it purported, on the north branch of the south fork of the Saline creek, in the old district of St. Genevieve, Missouri. See No. 6, page 337.

DECEMBER, 30, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.
Henry Tucker, claiming 640 acres of land. See No. 6, page 377.

The following testimony was taken before L. F. Linn, commissioner:

PERRY COUNTY, *May* 2, 1833.

Personally appeared before me, L. F. Linn, one of the commissioners, &c., Mr. Roland Boyd, who, after being duly sworn, deposes and says he has resided in this State of Missouri, formerly Upper Louisiana, upwards of thirty-one or thirty-two years, near St. Genevieve, and knows that a settlement was made by Henry Tucker on the Cedar fork of Saline creek in the year 1803, and was cultivated by him in 1804. Said Tucker built a cabin on this land in 1803, and lived in the same, and cultivated six or seven acres in 1804. Deponent says he always heard, and has every reason to believe, said Tucker had permission to settle on this land from the Spanish authorities. He further states that all the settlement claims in the neighborhood, all of which were of a similar nature, and resting on the same testimony for confirmation, were confirmed by the former board of commissioners. The deponent had a claim confirmed by said board. On the back of the plat of Tucker's survey was written by J. L. Donaldson, secretary or clerk to the board, "confirmed." He, deponent, as well as all concerned, thought for many years said tract was confirmed, and never knew or heard, until a few years back, that this claim was not confirmed, for he himself heard the commissioners pronounce this claim "granted."

his
ROLAND X BOYD.
mark.

Sworn to and subscribed, day and date above written.

L. F. LINN, *Commissioner.*

Henry Tucker states that, in the year 1802, he settled a place on Cedar or Custard fork of the Saline creek, now in the county of Perry, and State of Missouri, and, in that year and the following, cleared about three acres, as he thinks, and, in the year 1803, raised corn on his improvement, built a cabin and corn-crib on it, and resided on it with his family during that year, (1803.) The same is the place where William Hancock now resides. The said Henry Tucker states that, on the 10th day of February, 1804, he sold and transferred his said improvement, and conveyed it by deed of that date, which is herewith filed as a part of this statement, and that he has no claim on said improvement, nor does he claim anything by virtue thereof.

HENRY TUCKER.

OCTOBER 25, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 429.

OCTOBER 18, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Henry Tucker claiming 640 acres of land. See book No. 6, page 429.

The board are unanimously of the opinion that 640 acres of land ought to be granted to the said Henry Tucker, or to his legal representatives. See book No. 7, page 43.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 195.—CAMILLE DELASSUS, CLAIMING 6,000 ARPENS.

To Don Charles Dehault Delassus, lieutenant governor of Upper Louisiana, &c.:

Camille Delassus, officer of militia by brevet, residing in New Bourbon of Illinois, humbly supplicates, and has the honor to represent to you, that having lately married with one Miss De Villars, daughter of a former commandant of St. Genevieve, and having employed a part of his means, and those of his wife, in purchasing a great number of all kind of cattle, it is indispensable, in order to provide for their maintenance, that he should establish a grazing farm, (vacherie,) and that such farm, to be durable and profitable, cannot be less than the quantity of six thousand arpens in superficie. For the purpose of forming such an establishment, he has made searches for a tract of land, which should not be previously granted to any person, and should be part of the King's domain; that he has found such a convenient tract at *Terre Bleue*, in the district of St. Genevieve; that he could not make such establishment on the concession which has been already granted to him towards river Platte; on account of those being mineral lands, they are unfit to raise and maintain cattle; that in consequence of the orders given, in 1793, to your predecessor, by the baron de Carondelet, late governor general of this colony, to grant to the sons of Mr. De Luziere (father of the petitioner) all the land which they should think necessary, the petitioner applies to you with confidence, sir, praying that you will be pleased to grant to him the said concession of six thousand arpens in the place here above designated, in order to form and establish thereon a grazing farm; in so doing, he shall not cease to pray for the preservation of your days.

CAMILLE DELASSUS.

NEW BOURBON, *September* 9, 1802.

St. Louis of Illinois, *September* 19, 1802.

Cognizance being taken of the foregoing petition, and in consequence of the orders of the baron de Carondelet, late governor of these provinces, under date of 8th May, 1793, by which it is enjoined "to give to each son of Don Pedro Carlos Delassus concessions according to their means;" being convinced that the quantity which he solicits is corresponding to his means; considering, besides, that he deserves this favor on account of his good services, having been employed, on various occasions, as commandant, interim, of the post of New Bourbon, and havimg served as interpreter of the English language, at the request of the actual commandant, without enjoying any salary since he has established himself in the said post of New Bourbon, I do grant to him the six thousand arpens in superficie, for himself and his heirs, in order that he may have the benefit of an establishment as useful to the party concerned as to the public, on account of the difficulties which are experienced to this day in procuring meat, the cattle being scattered over the royal domain; and the surveyor, Don Antonio Soulard, shall put the said party in possession of the said quantity of land, in the place which he will select on the royal domain, provided it is not prejudicial to anybody; and, afterwards, he shall make out a plat and certificate of his survey, in order to serve to said party to solicit the title in form from the intendant, to whom belongs, by royal order, the granting and distributing all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

LETTER.

I send back to you the original titles of the concession granted to Mr. François Vallé, of St. Genevieve, who transferred the same to Mr. Dodge, and of which he, Dodge, has ceded the half to Mr. Tardiveau, who has made a donation of it to you, with the examination (*visa*) and approbation you desire.

By this same opportunity I write to Mr. Zenon Trudeau to grant to you the tract on which you may have made a discovery of lead mines, with the adjacent lands, in sufficient extent for the working of said mines, provided, however, they shall not have been previously granted to other persons.

Your son-in-law and your sons shall have also a plantation, as you desire, in any part of Illinois they will choose, and of an extent proportionate to the kind of cultivation and establishment they may intend to make. This will serve as an answer to your letter No. 3. May God have you in his holy keeping.

EL BARON DE CARONDELET.

New Orleans, *May* 8, 1793.
Mr. Dehault Delassus.

Truly translated.

JULIUS DE MUN, *T. B. C.*

St. Louis, *February* 10, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
195	Camille Delassus.	Arps. 6,000	Concession, 19th Sept., 1802.	Carlos Dehault Delassus.	Thomas Maddin, D. S., 18th December, 1805; certified by Soulard, 20th February, 1806; on Terre Bleue creek.

Evidence, with reference to minutes and records.

December 30, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Camille Delassus, claiming 6,000 arpens of land situate on Terre Bleue, district of St. Genevieve, produces record of a concession from Charles D. Delassus, lieutenant governor, dated 19th September, 1802; record of a plat of survey, dated 18th December, 1805; certified 20th February, 1806.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 547.

December 21, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Camille Delassus, claiming 6,000 arpens of land situate on Terre Bleue, district of St. Genevieve, (see record book C, page 448; minutes, No. 5, page 547,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 19th September, 1802; also, a paper purporting to be an original plat of survey of said land, dated December 18, 1805, by Thomas Maddin, and certified by Soulard, under date of February 20, 1806.

M. P. Le Duc, duly sworn, says that the signature to the concession is in the proper handwriting of Carlos Dehault Delassus, and the signature to the certificate of survey is in the proper handwriting of Antoine Soulard, surveyor general.

Claimant produces also a paper purporting to be a copy of a letter, dated May 8, 1793, from the baron de Carondelet to Dehault Delassus, senior, and certified by Francis Vallé, commandant of St. Genevieve. See No. 6, page 405.

October 18, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Camille Delassus, claiming 6,000 arpens of land. See book No. 6, page 405.

The board are unanimously of opinion that this claim ought to be confirmed to the said Camille Delassus, or to his legal representatives, according to the concession. See book No. 7, page 43.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 196.—E. Parent and E. Goverot, claiming 800 arpens.

To Mr. Zenon Trudeau, lieutenant governor, and commander-in-chief of the western part of Illinois, &c.:

Etienne Parent and Etienne Goverot, inhabitants of St. Genevieve and New Bourbon, humbly supplicate and represent, that wishing to make a farm for the purpose of maintaining cattle during the hard weather in winter, which they cannot do around the villages, they have found a spot fit for such an establishment, and also suitable for a sugar camp, the place being abundant with canes and maple trees; the said place is situated on a branch of the south fork of the river Saline, to the right in ascending the said branch, and consists of ten arpens in length on said fork, to begin at the mouth of the said branch, running towards the north, by eighty arpens in depth. Therefore, the petitioners apply to you, sir, praying that you may be pleased to grant them, for them, their heirs and assigns, in full property, the concession of the said land, such as it is here above described, not only for raising cattle and making sugar thereon, but also to cultivate according as the nature of the soil will permit. In so doing, they shall not cease to pray for the preservation of your days.

ETIENNE PARENT.
his
ETIENNE + GOVEROT.
mark.

Done at New Bourbon, *January* 29, 1798.

St. Louis, *February* 1, 1798.

The surveyor of this jurisdiction, Don Antonio Soulard, shall put Messrs. Etienne Goverot and Etienne Parent in possession of the land which they ask for in the foregoing petition; at the foot of which he shall make out a plat and certificate of his survey, and the whole shall be sent back to us, to be forwarded to the governor general of the province, for him to determine definitely upon the concession of the said land.

ZENON TRUDEAU.

The original of the above concession has been registered, and its compared copy deposited in the archives of the post of New Bourbon, under No. 21.

DE LUZIERE.

Truly translated from book C, page 459, of record, in the recorder's office.

JULIUS DE MUN, *T. B. C.*

St. Louis, *February*, 21, 1834.

Number.	Names of original claimants.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
196	Etienne Parent and Etienne Govereau.	Arps. 800	Concession, 1st February, 1798.	Zenon Trudeau.	On the waters of the Saline, special location.

Evidence, with reference to minutes and records.

Sittings at St. Genevieve, *June*, 1806.

The representatives of Etienne Govereau, claiming 800 arpens of land, situate on the Saline, and said to be granted for pasture land and sugar-making, produce a concession from Zenon Trudeau, dated February 1, 1798.

Henry Dielle, being duly sworn, says that claimant made a sugar camp on said land, in the year 1799; that he made sugar on it, and actually inhabited it when engaged in sugar-making. The board reject this claim. See book No. 2, page 25.

September 28, 1810.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

Etienne Govereau's representatives, claiming 400 arpens of land. See book No. 2, page 25. It is the opinion of the board that this claim ought not to be confirmed.

Etienne Parent, claiming 400 arpens of land, situate on the Saline creek, district of St. Genevieve, produces to the board a concession from Zenon Trudeau for the same, said to be granted for pasturage and sugar-making, dated 1st February, 1798, and recorded in book C, page 459, of the recorder's office. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 514.

December 23, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Etienne Parent and Etienne Govereau, claiming 800 arpens of land, situate on Saline creek, district

of St. Genevieve, (see book C, page 459; minutes, book No. 4, page 514,) produce a paper purporting to be a copy of a concession from Zenon Trudeau, dated 1st February, 1798.

ST. GENEVIEVE, *March* 4, 1833.

Personally appeared before the undersigned, one of the commissioners appointed, &c., Joseph Pratte, who, being duly sworn, gives testimony as follows, in the above claim:

Question, by the agent for claimants. How old are you, and how long have you lived in this State?

Answer, by deponent. I am fifty-nine years of age, and I was born in St. Genevieve.

Question. Are you acquainted with a concession which Etienne Parent and Etienne Govereau obtained from Zenon Trudeau in the year 1798, on a branch of the south fork of the Saline, for 800 arpens?

Answer. I have never seen the concession.

Question. Have you ever seen, or do you know that Etienne Govereau, deceased, made an improvement on this concession of 800 arpens on the south fork of the Saline?

Answer. I have seen the improvement which E. Govereau made on the Saline, and I was there when Govereau was making sugar; and it was a general rule here, that every individual made sugar upon his own claim.

Question. About what time did you see this improvement of Etienne Govereau, deceased, on the south fork of the Saline?

Answer. It was between the years 1798 and 1800, but the precise time I do not recollect.

Question, by commissioner. Do you know of any other grant of land to Etienne Govereau and Etienne Parent?

Answer. I know of none.

JOSEPH PRATTE.

Sworn to and subscribed before me.

L. F. LINN.

See book No. 6, page 406.

OCTOBER 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Entienne Parent and Entienne Govereau, claiming 800 arpents of land. See book No. 6, page 406.

The board are unanimously of opinion that this claim ought to be confirmed to the said Entienne Parent and Entienne Govereau, or to their legal representatives, according to the concession. See book No. 7, page 44.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 197.—ANTOINE and JOSEPH VILLARS, CLAIMING 6,000 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel in the armies of his Catholic Majesty, and lieutenant governor of Upper Louisiana:

Antoine Villars and J. Athanas Dubreuil Villars, sons of Don Louis Villars, formerly an officer of his Catholic Majesty, humbly supplicate, and have the honor to represent to you that they are desirous of making a plantation as well as a stock farm; therefore, they wish that you would grant and concede to them six thousand arpens of land, to be taken in a vacant place of the domain; the petitioners hope to obtain this favor of your goodness in remembrance of the services of their father. In so doing, they shall never cease to pray for the preservation of your days.

ANTOINE VILLARS.
JOSEPH VILLARS.

Done at ST. GENEVIEVE, *October* 1, 1799.

We, the undersigned, commandants of the posts and districts of St. Genevieve and New Bourbon, do certify to the lieutenant governor of Upper Louisiana that the petitioners have lost their father, and that they are worthy, under every point of view, to obtain the concession which they ask of the government, as much in consequence of the services of their said father, deceased, as in consideration of their good conduct and industry in works of agriculture; besides, they possess sufficient means to establish and keep in good order a plantation, with a great number of cattle, in any place they may choose, which shall not be previously granted to any person, and shall make a part of the King's domain.

PRE. DELASSUS DELUZIERE.
FRANCISCO VALLE.

Done at ST. GENEVIEVE, *October* 5, 1799.

ST. LOUIS OF ILLINOIS, *October* 11, 1799.

Due attention being given to the foregoing information of the commandants of St. Genevieve and New Bourbon, and being convinced of the truth of the statement made in the above petition; considering the services rendered by their father, deceased, and the good conduct of the petitioners, which make them deserving of the regard of the government, I do grant to them, in fee, for them, their heirs, and others who may represent their right, the land they solicit, provided it is not prejudicial to anybody; and the surveyor, Don Antonio Soulard, shall put the parties interested in possession of the quantity of land they ask in the place designated; and this being executed, he shall make out a plat of his survey, delivering the same to the said parties, with his certificate, in order that it shall serve to them to obtain the conces-

sion and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *February* 7, 1834.

Number.	Names of original claimants.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
197	Antoine Villars and Jos. Villars.	Arps. 6,000	Concession, 11th October, 1799.	Carlos Dehault Delassus.	Thos. Maddin, D. S.; received for record by A. Soulard, S. G., 26th February, 1806; on the waters of Big river.

Evidence, with reference to minutes and records

JUNE 21, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose, and James L. Donaldson Esq.

Anthony Villars and Joseph D. Villars, claiming 6,000 arpens of land, situate on the waters of Big river, produce a concession from Charles D. Delassus, (not duly registered,) dated October 11, 1799, and a plat of survey of the same, without any date.

John B. Vallé, senior, being duly sworn, says that he is guardian to the above claimants; that he advised them, in the year 1799, to apply for the above concession, but never saw the same, and that they were under age when they obtained the same.

The board reject this claim, and require further proof of the date of the aforesaid concession. See book No. 1, page 325.

NOVEMBER 3, 1808.

Board met. Present: The Hon. Clement B. Penrose and Frederick Bates.

Anthony and Joseph Villars, claiming 6,000 arpens of land situate on the waters of Big river, district of St. Genevieve.

Auguste Chouteau, sworn, says that Mr. Villars, father of the above claimants, was for thirty years a captain in the Spanish service; was also civil commandant at St. Genevieve and Arkansas for many years. See book No. 3, page 343.

JUNE 29, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Anthony and Joseph Villars, claiming 6,000 arpens of land. See book No. 1, page 325; No. 3, page 343. It is the opinion of the board that this claim ought not to be confirmed. See No. 4, page 415.

DECEMBER 24, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Antoine Villars and Joseph Villars, claiming 6,000 arpens of land situate on the waters of Big river, (see record book B, page 420; book No. 1, page 325; No. 3, page 343; No. 4, page 415,) produce a paper purporting to be an original concession from Carlos Dehault Delassus, dated 11th October, 1799; also a plat of survey by Thomas Maddin, deputy surveyor, received for record by Antoine Soulard, surveyor general, 26th February, 1806.

M. P. Le Duc, being duly sworn, says that the signatures to the recommendation are in the proper handwriting of Francis Vallé, commandant of St. Genevieve, and of Pierre Delassus de Luziere, commandant of New Bourbon, and the signature to the concession is in the proper handwriting of Carlos Dehault Delassus. See No. 6, page 407.

OCTOBER 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Antoine Villars and Joseph Villars, claiming 6,000 arpens of land. See book No. 6, page 407.

The board are unanimously of opinion that this claim ought to be confirmed to the said Antoine Villars and Joseph Villars, or to their legal representatives, according to the concession. See book No. 7, page 44.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 198.—James Crawford, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
198	James Crawford	Acres. 640	Settlement right.	.....	On waters of the river St. Francis, county of Madison.

Evidence, with reference to minutes and records.

December 28, 1813.

James Crawford, claiming 600 arpens of land on waters of river St. Francis, county of St. Genevieve.

Johnson Edwards, duly sworn, says that claimant came to this settlement in May, 1803; lived that year with his father. In 1805, or 1806, left the settlement, and went to a settlement in Cape Girardeau. See recorder's minutes, page 117.

December 25, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

James Crawford, claiming 640 acres of land situate on the waters of the St. Francis, county of Madison. See record book F, page 91; recorder's minutes, page 117; Bates' Decisions, page 36.

State of Missouri, *County of Madison:*

John Mathews, aged about sixty-two years, being duly sworn as the law directs, deposeth and saith that he is well acquainted with James Crawford, the original claimant; that he came to this country, then the province of Upper Louisiana, in the spring of the year 1803; this witness also knows the land claimed, and believes that the claimant settled on the same in the year 1803, and improved the same.

JOHN MATHEWS.

Sworn to and subscribed before me, this 31st day of May, 1833.

L. F. LINN, *Commissioner.*

Also came Thompson Crawford, aged about forty-seven years, who, being duly sworn as the law directs, deposeth and saith that he was well acquainted with the original claimant, who was his brother; that he came to this country in the spring of the year 1803. Witness also knows the land claimed, and knows that the claimant actually improved and cultivated the same in the years 1803 and 1804; that there were some two or three acres fenced in, cleared, and cultivated in corn, and, perhaps, other things, and that the said land had been actually inhabited, improved, and cultivated, ever since.

THOMPSON CRAWFORD.

Sworn to and subscribed before me, this 22d of October, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 409.

October 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

James Crawford, claiming 640 acres of land. See book No. 6, page 409.

The board are unanimously of opinion that 600 arpens of land (it being the quantity claimed on record) ought to be granted to the said James Crawford, or to his legal representatives. See book No. 7, page 44.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 199.—John Burk, claiming 1,000 arpens.

To Don Francis Vallé, captain of militia, civil and military commandant of the post of St. Genevieve:

John Burk, father of a family, and an inhabitant of the village of St. Genevieve, where he has carried on, for a number of years, his trade of blacksmith and farrier, humbly supplicates, and has the honor to represent to you, that all the lands in the vicinity of the said village having been granted to its inhabitants by the government, he now finds himself deprived of the means of procuring wood for his coal kilns, which is an object of actual necessity for the carrying on of his trade; and that to this day he has never asked anything from the beneficent government under the domination of which he, every day, congratulates himself to live; therefore, he hopes that you will be pleased to have the goodness to grant to him, in full property, a concession of 1,000 arpens of land in superficie, to be taken in a vacant place of the King's domain, at his choice. The petitioner presumes respectfully to recommend himself to your justice, and expects to receive a favor which will yet add to his attachment for the beneficient government of which you are the worthy representative.

JOHN BURK.

St. Genevieve of Illinois, *December* 12, 1799.

We, the undersigned, Don Francis Vallé, captain of militia, civil and military commandant of the post of St. Genevieve, do forward the foregoing petition to be laid before the lieutenant governor of Upper Louisiana, stating, at the same time, that the statement of the petitioner is conformable to truth, and on that account he deserves to obtain the quantity of land which he asks for; and I feel myself authorized to recommend him to you in order to obtain the favor which he solicits.

FRANCIS VALLE.

ST. GENEVIEVE, *December* 14, 1799.

ST. LOUIS OF ILLINOIS, *November* (9*bre*) 20, 1799.

In consequence of the information given by the commandant of the post of St. Genevieve, Don Francisco Vallé, by which it appears that the petitioner possesses sufficient means to improve the lands which he solicits, I do grant to him and his heirs the lands he solicits, provided it is not to the prejudice of any person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in the place indicated; and this being executed, he shall make out a plat, delivering the same to said party, together with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of land belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from book B, page 426.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 14, 1834.

Date of petition, le 12 8bre, 1799; recommendation, le 14 8bre, 1799; concession, à 20 de 9bre de 1799; as on record.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
199	John Burk.....	Arps. 1,000	Concession, 20th November, 1799.	Carlos Dehault Delassus.	Thomas Maddin, D. S., 1st January, 1806; received for record by A. Soulard, S. G., 25th February, 1806; on the waters of Big river.

Evidence, with reference to minutes and records.

OCTOBER 18, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Burk, claiming 1,000 arpens of land situate in the district of St. Genevieve, produces a concession from Charles D. Delassus, lieutenant governor, dated 20th November, 1799; a plat of survey, dated 1st of January, 1806; certified February, 1806.

It is the opinion of the board that this claim ought not to be confirmed. See No. 5, page 362.

DECEMBER 30, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Burk, by his legal representative, claiming 1,000 arpens of land situate on the waters of Big river, (see record book B, page 426; minutes, No. 5, page 262,) produces a paper purporting to be the original plat of survey of said land, dated January 1, 1806, by Thomas Maddin, deputy surveyor, and received for record by Soulard, surveyor general, on the 25th February, 1806.

STATE OF MISSOURI, *County of St. Genevieve:*

John Bte. Vallé, age about 72 years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with John Burk, the original claimant; that, in the year 1799, and before and afterwards, he was a citizen and resident in the province of Upper Louisiana, and that he continued a citizen and resident till the time of his death; that the said John Burk was a blacksmith, and resided in the town of St. Genevieve, and followed his trade; that said Burk had other property and means, and was an industrious and useful citizen; that he had a wife and several children. And this deponent further says that he was well acquainted with Charles Dehault Delassus; that he was the lieutenant governor in the province of Upper Louisiana in the year 1799.

J. BTE. VALLE.

Sworn and subscribed before me, this 27th May, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 428.

OCTOBER 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Burk, claiming 1,000 arpens of land. See book No. 6, page 428.

The board remark that the date of the concession is anterior to that of the petition and recommendation, but observe that being written in these three instances in the old French and Spanish way of abbreviating, they are inclined to attribute this discrepancy to a mistake of the recording clerk.

The board are unanimously of opinion that this claim ought to be confirmed to the said John Burk, or to his legal representatives, according to the concession. See book No. 7, page 45.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. COFWAY.

No. 200.—Joseph Chevalier, claiming 400 arpens.

To Don Charles Dehault Delassus, lieutenant colonel in the armies of his Majesty, and lieutenant governor of Upper Louisiana:

Joseph Chevalier, jr., humbly supplicates, and has the honor to represent, that, being desirous of making a plantation, therefore he would wish that you would grant and concede to him four hundred arpens of land in superficie, in order to make the said plantation, and also for the purpose of raising cattle. The petitioner hopes to obtain this favor on account of the length of time his father has resided in these parts, and of his devotedness and fidelity to his Catholic Majesty; the said petitioner wishing to live as a peaceable cultivator of the soil. In so doing, he shall never cease to pray for the preservation of your days.

his
JOSEPH + CHEVALIER.
mark.

Done at New Bourbon, *October* 2, 1799.

We, the undersigned, commandant of the post of New Bourbon, do certify to the lieutenant governor of Upper Louisiana, that the petitioner is worthy to obtain the concession which he asks for, as well on account of the oldness and honesty of his family, in the upper part of this colony, as that his sole profession and resource to make a living is that of farmer, to which he has been raised since his most tender youth.

PRE. DELASSUS DE LUZIERE.

Done at New Bourbon, *October* 6, 1799.

St. Louis, *October* 18, 1799.

By virtue of the information of the commandant of the post of New Bourbon, captain Don Pedro Delassus de Luziere, and considering that the petitioner is a son of one of the most ancient inhabitants of this country, and that he possesses sufficient means to improve the land which he asks for, I do grant to him and his heirs the land he solicits, provided it is not to the prejudice of any person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the King's domain; and this being executed, he shall make out a plat, delivering the same to said party, together with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs the distributing and granting all classes of land belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

St. Louis, *August* 15, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
200	Joseph Chevalier	Arps. 400	Concession, 18th October, 1799.	Carlos Dehault Delassus.	Edward F. Bond, deputy surveyor, 5th February, 1806; countersigned Antoine Soulard, surveyor general, 28th February, 1806.

Evidence, with reference to minutes and records.

May 22, 1808.

Board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

John Hays, assignee of Gabriel Nicol, assignee of Joseph Chevalier, claiming 400 acres of land situate on the Mississippi, district of Cape Girardeau, produces to the board a concession from Don Carlos Dehault Delassus, lieutenant governor, for 400 arpens, to Joseph Chevalier, dated 18th October, 1799; a plat of survey, dated 5th February, 1806, certified to be received for record 28th February, 1806, by Antoine Soulard, surveyor general; a transfer from said Chevalier to said Nicol, dated 21st January, 1805, and a transfer from Nicol to claimant, dated 20th February, 1805. Laid over for decision. See book No. 4, page 64.

October 6, 1810.

Board met. Present: —— and Frederick Bates, commissioners.

John Hays, assignee of Gabriel Nicol, assignee of Joseph Chevalier, claiming 400 arpens of land. See book No. 4, page 64. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 521.

January 15, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Chevalier, by his legal representative, John Hays, claiming 400 arpens of land situate in the county of Cape Girardeau, (see record book B, page 307; minutes, book No. 4, pages 64 and 521,) produces a paper purporting to be the petition of said Chevalier, the recommendation of Pre. De Luziere, commandant of New Bourbon, and the original concession from Carlos Dehault Delassus, dated 18th October, 1799; also a plat of survey by Edward F. Bond, deputy surveyor, dated 5th February, 1806, and received for record by Soulard, surveyor general, February 28, 1806.

STATE OF MISSOURI, *County of Cape Girardeau:*

John Bte. Vallé, aged about 72 years, being duly sworn as the law directs, deposeth and saith that he was well acquainted with Pierre Delassus de Luziere; that he has often seen him write; that he was the commandant of the post and district of New Bourbon in the year 1799; and that the name and signature to the recommendation for said grant, made by said Pierre Delassus de Luziere, dated the 6th day of October, in the year 1799, is the proper name and signature, and in the proper handwriting of the said Pierre Delassus de Luziere. And this deponent further says that he was well acquainted with Charles Dehault Delassus; that he has often seen him write, and that the said Charles Dehault Delassus was the lieutenant governor of the province of Upper Louisiana in the year 1799, and that the name and signature to the said original concession from him to the said Joseph Chevalier, for 400 arpens of land, dated the 18th October, in the year 1799, is the proper name and signature, and in the proper handwriting of the said Charles Dehault Delassus. And this deponent further says that he was well acquainted with the original concessionee, Joseph Chevalier, and that he was, at the date of the concession aforesaid, a citizen and resident in the province of Upper Louisiana.

J. BTE. VALLE.

Sworn to and subscribed before me, this 27th May, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 465.

OCTOBER 21, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Chevalier, claiming 400 arpens of land. See book No. 6, page 465.

The board are unanimously of opinion that this claim ought to be confirmed to the said Joseph Chevalier, or to his legal representatives, according to the concession. See book No. 7, page 45.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 201.—SAMUEL DORSEY, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel in the armies of his Catholic Majesty, and lieutenant governor of Upper Louisiana:

Samuel Dorsey, surgeon for the king, in the post and district of New Madrid, humbly supplicates, and has the honor to represent, that, since about nine years that he has been employed in his Majesty's service he has always shown his zeal and activity in fulfilling the duties of his station, being ready at all hours to go where his services were needed, and attending the poor gratuitously. For such long, slavish, and generous services, the petitioner has not received, to this day, any other reward but the small salary allowed him by the government, which is very far from being sufficient for the maintenance of his family, which is composed of ten persons. These reasons, together with the petitioner's confidence in the justice and beneficence of the government he has the honor to serve, induce him now to apply to you, sir, and pray that you will take into consideration the length and faithfulness of his services, and grant him, in way of gratification, the quantity of 800 arpens of land in superficie in the district of Cape Girardeau, where the petitioner intends to settle with his family, and unite to the exercise of his profession that of agriculture. The petitioner presumes to expect this favor of your equity, and he shall never cease to pray Heaven for the preservation of your days.

SAMUEL DORSEY.

CAPE GIRARDEAU, *December* 13, 1799.

We, commandant of the post of Cape Girardeau, have the honor to inform the lieutenant governor that the petitioner presented himself to us, and communicated his desire to fix himself in this settlement, and obtain therein a concession of 800 arpens of land. To his desire we willingly acceded, in consideration of the utility of his profession, and of his personal merit; for these reasons we are induced to recommend him to the generosity of the government, as being worthy to obtain the favor he solicits.

L. LORIMIER.

CAPE GIRARDEAU, *December* 14, 1799.

ST. LOUIS OF ILLINOIS, *December* 28, 1799.

In consequence of the information given by the commandant of the post of Cape Girardeau, Don Louis Lorimier, and of the circumstances stated by him, *(siendo uncaso exceptuado,)* it being an unordinary case; in consideration of his zeal and good services, and that the petitioner has more than the number of people and the means necessary to improve the land he solicits, I do grant to him and his heirs the land he solicits, provided it is not prejudicial to any person; and the surveyor, Don Antonio Soulard, shall put the interested in possession of the quantity of land he asks on a vacant place of the royal domain, in the jurisdiction of said post; and this being executed, he shall make out a plat, delivering the same, together with his certificate, to the party, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands belong ng to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from Spanish record of concessions, book No. 1, pages 23 and 24.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS *October* 24, 1834.

Samuel Dorsey's claim of land, lying on McElmury island, opposite to Tawapity bottom, the courses and distances as follows, viz: Beginning at a sycamore running east 89 chains and 44 links to B, a hackberry; thence south 89 chains and 44 links to C, an elm; thence west 89 chains and 44 links to D, a mulberry; thence north 89 chains and 44 links to A, the beginning. Bounded on the southwest corner by the Mississippi, on the west by vacant land, on the north by Stephen Quinby's claim, on the east and south by vacant land. Survey bearing date the 3d of February, 1806, by John Wellborn, D. S. Received for record, St. Louis, 26th February, 1806.

ANTOINE SOULARD, *S. G. T. L.*

Truly copied from record book B, pages 395 and 396.

JULIUS DE MUN, *C. & T. B. C.*

St. Louis, *October* 27, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
201	Samuel Dorsey.	Arps. 800	Concession, 28th December, 1799.	Carlos Dehault Delassus.	John Welborn, deputy surveyor, 3d February, 1806; received for record 26th February, 1806, by Antoine Soulard, surveyor general; on an island opposite Tawapity bottom.

Evidence, with reference to minutes and records.

May 8, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Samuel Dorsey, claiming 800 arpens of land situate on the Mississippi, district of Cape Girardeau, produces to the board a concession for the same from Don Carlos Dehault Delassus, lieutenant governor, dated 28th December, 1799; a plat of survey, dated 3d February, 1806, certified to be received for record 26th February, same year, by Antoine Soulard, surveyor general.

Laid over for decision. See book No. 4, page 38.

July 12, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Samuel Dorsey, claiming 800 arpens of land. See book No. 3, page 38. This claim being now taken up, and a vote taken thereon, the board are unanimously of opinion that it ought not to be confirmed. See book No. 4, page 131.

January 16, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Samuel Dorsey, by his legal representatives, claiming 800 arpens of land situate in the late district of Cape Girardeau. See record book B, page 395; minutes, book No. 4, pages 38 and 131.

State of Missouri, *County of Cape Girardeau:*

Joseph Lewis, aged near fifty-two years, says he came to this country, then the province of Upper Louisiana, in the year 1797, in the month of March of that year; the witness was well acquainted with Samuel Dorsey, the claimant; witness found him a citizen and resident in the province of Upper Louisiana in the year 1797, and knows that said Dorsey continued a citizen and resident of the country for several years after the American government purchased the country.

JOSEPH LEWIS.

Sworn to and subscribed before me, one of the commissioners, this 15th October, 1833.

L. F. LINN.

Also came William Williams as a witness, aged about fifty-nine years, who, being duly sworn as the law directs, deposeth and saith that he came to this country, then the province of Upper Louisiana, in the spring of the year 1799; that he became soon acquainted with the original claimant, Samuel Dorsey, who was then a citizen and resident of the country, and that the said Dorsey continued a citizen and resident of the country for many years after the American government purchased the country.

WILLIAM WILLIAMS.

Sworn to and subscribed in presence of

L. F. LINN, *Commissioner.*

Jackson, *October* 15, 1833.

See book No. 6, page 467.

October 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Samuel Dorsey, claiming 800 arpens of land. See book No. 6, page 467.

The board are unanimously of opinion that this claim ought to be confirmed to the said Samuel Dorsey, or to his legal representatives, according to the concession. See book No. 7, page 46.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

A.

NOS. 202 TO 230, BOTH INCLUSIVE.

General concession for 164 *inhabitants of the district of Cape Girardeau.*

Nominal list of the inhabitants of Cape Girardeau, to whom, by reasons of justice, has been provisionally allowed to select, and settle themselves upon, certain tracts of his Majesty's domain, at different periods, and who, not being yet vested with (*requetes decretées*) petitions decreed upon, in support of their rights, have testified the wish to have their respective concessions ratified and sanctioned by the government, to wit:

No. 1. David Patterson, head of family, for his right of concession, 300 arpens.
No. 2. John Patterson, head of family, for his right of concession, 400 arpens.
No. 3. Andrew Summers, head of family, for his right of concession, 300 arpens.
No. 4. Elijah Whittaker, head of family, for his right of concession, 500 arpens.
No. 5. Ezekiah Dickson, head of family, for his right of concession, 300 arpens.
No. 6. Zellah Dickson, head of family, for his right of concession, 250 arpens.
No. 7. James Cooper, head of family, for his right of concession, 250 arpens.
No. 8. Daniel Brant, head of family, for his right of concession, 300 arpens.
No. 9. John Summers, junior, head of family, for his right of concession, 300 arpens.
No. 10. Jeremiah Conway, head of family, for his right of concession, 300 arpens.
No. 11. Jeptha Cornelius, 600 arpens.
No. 12. Jonathan Hubble, senior, head of family, for his right of concession, 400 arpens.
No. 13. Alexander Andrew, junior, head of family, for his right of concession, 300 arpens.
No. 14. William James Williamson, head of family, for his right of concession, 300 arpens
No. 15. Widow James Mills, head of family, for her right of concession, 250 arpens.
No. 16. Samuel Pew, head of family, for his right of concession, 500 arpens.
No. 17. Charles Demos, head of family, for his right of concession, 400 arpens.
No. 18. Adenston Rodgers, head of family, for his right of concession, 550 arpens.
No. 19. Alexander Parish, head of family, for his right of concession, 250 arpens.
No. 20. John Thompson, head of family, for his right of concession, 400 arpens.
No. 21. Jonathan Buys, head of family, for his right of concession, 300 arpens.
No. 22. Benijah Laugherty, head of family, for his right of concession, 400 arpens.
No. 23. Lewis Latham, head of family, for his right of concession, 300 arpens.
No. 24. John Latham, head of family, for his right of concession, 300 arpens.
No. 25. Isaac Kelly, head of family, for his right of concession, 300 arpens.
No. 26. George Hays, head of family, for his right of concession, 600 arpens.
No. 27. Fredick Slinker, head of family, for his right of concession, 500 arpens.
No. 28. Peter Crytz, head of family, for his right of concession, 500 arpens.
No. 29. John Hoss, head of family, for his right of concession, 650 arpens.
No. 30. George Welker, 550 arpens.
No. 31. William Bollinger (John's), head of family, for his right of concession, 300 arpens.
No. 32. Henry Bollinger, head of family, for his right of concession, 400 arpens.
No. 33. George Grount, head of family, for his right of concession, 400 arpens.
No. 34. William Timantz, head of family, for his right of concession, 300 arpens.
No. 35. Daniel Asherbrauner, head of family, for his right of concession, 300 arpens.
No. 36. James Ramsey, junior, an inhabitant without family, but of age to settle for himself, for his right of concession, together with an augmentation proportionate to his means, services, &c., 400 arpens.
No. 37. John Guething, head of family, for his right of concession, 500 arpens.
No. 38. Elijah Dougherty, head of family, for his right of concession, 300 arpens.
No. 39. John Dougherty, head of family, for his right of concession, 300 arpens.
No. 40. Charles Bradley, head of family, for his right of concession, 400 arpens.
No. 41. Baptiste Godaire, head of family, for his right of concession, 250 arpens.
No. 42. Levi Wolveton, head of family, for his right of concession, 250 arpens.
No. 43. John Henthorn, head of family, for his right of concession, 250 arpens.
No. 44. John Saviour, young man, without family, residing since several years in this country, &c., for his right of concession, &c., 250 arpens.
No. 45. John Simeson, head of family, for his right of concession, 300 arpens.
No. 46. Robert Guibony, head of family, for his right of concession, 300 arpens.
No. 47. James Cox, head of family, for his right of concession, 300 arpens.
No. 48. Charles Sexton, head of family, for his right of concession, 300 arpens.
No. 49. Alexander Summers, head of family, for his right of concession, 250 arpens.
No. 50. Jonathan Hubble, head of family, for his right of concession, (Itham,) 250 arpens.
No. 51. Ebenezer Hubble, head of family, for his right of concession, 250 arpens.
No. 52. Abraham Randall, junior, head of family, for his right of concession, 300 arpens.
No. 53. Enos Randall, head of family, for his right of concession, 300 arpens.
No. 54. Isaac Williams, head of family, for his right of concession, 300 arpens.
No. 55. Harris Austin, head of family, for his right of concession, 300 arpens.
No. 56. Daniel Hubble (Matthew's), head of family, for his right of concession, 250 arpens.
No. 57. Jonathan Hubbell (Jonathan's), head of family, for his right of concession, 250 arpens.
No. 58. John Burrows, head of family, for his right of concession, 300 arpens.
No. 59. Lemuel Hargrove, head of family, for his right of concession, 300 arpens.
No. 60. John Weaver, head of family, for his right of concession, 250 arpens.
No. 61. George Morgan, head of family, for his right of concession, 300 arpens.
No. 62. Elijah Welsh, head of family, for his right of concession, 300 arpens.
No. 63. Peter Franks, head of family, for his right of concession, 250 arpens.
No. 64. Barton Franks, head of family, for his right of concession, 250 arpens.
No. 65. Jacob Sharadine, head of family, for his right of concession, 300 arpens.
No. 66. John Sharadine, head of family, for his right of concession, 300 arpens.
No. 67. Thomas Rodney, head of family, for his right of concession, 300 arpens.

No. 68. James Murphy, head of family, for his right of concession, 300 arpens.
No. 69. William Hand, head of family, for his right of concession, 300 arpens.
No. 70. John Hand, head of family, for his right of concession, 300 arpens.
No. 71. John Hays, head of family, for his right of concession, 400 arpens.
No. 72. Andrew Patterson, head of family, for his right of concession, 300 arpens.
No. 73. David Downard, young man, without family, &c., for his right of concession, according to his means, industry, &c., 300 arpens.
No. 74. Rolland Meredith, head of family, for his right of concession, 250 arpens.
No. 75. Zebulon Reed, head of family, for his right of concession, 250 arpens.
No. 76. Washington Abernethie, head of family, for his right of concession, 300 arpens.
No. 77. Hugh Conelly, junior, head of family, for his right of concession, 300 arpens.
No. 78. Jonathan Foreman, junior, 300 arpens.
No. 79. John Tucker, head of family, for his right of concession, 250 arpens.
No. 80. Daniel Mullins, head of family, for his right of concession, 300 arpens.
No. 81. David Green, head of family, for his right of concession, 300 arpens.
No. 82. George Henderson, head of family, for his right of concession, 300 arpens.
No. 83. Michael Guinn, head of family, for his right of concession, 400 arpens.
No. 84. Joseph Magee, head of family, for his right of concession, 400 arpens.
No. 85. John May, head of family, for his right of concession, 300 arpens.
No. 86. Michael Ohagan, head of family, for his right of concession, 300 arpens.
No. 87. Cornelius Averitt, 250 arpens.
No. 88. James Russell, head of family, for his right of concession, 300 arpens.
No. 89. William Jackson, head of family, for his right of concession, 350 arpens.
No. 90. Philip Young, head of family, for his right of concession, 300 arpens.
No. 91. Austin Young, head of family, for his right of concession, 300 arpens.
No. 92. John Zellahon, head of family, for his right of concession, 300 arpens.
No. 93. George Carrender, head of family, for his right of concession, 500 arpens.
No. 94. Dennis Sullivan, head of family, for his right of concession, 300 arpens.
No. 95. Joseph Thompson, junior, head of family, for his right of concession, 250 arpens.
No. 96. Daniel Grount, head of family, for his right of concession, 300 arpens.
No. 97. Henry Bollinger (Daniel's), head of family, for his right of concession, 300 arpens.
No. 98. Davolt Bollinger, head of family, for his right of concession, (Daniel's,) 300 arpens.
No. 99. Philip Bollinger, head of family, for his right of concession, 300 arpens.
No. 100. Henry Bollinger (Phillips'), 300 arpens.
No. 101. Frederick Bollinger (Phillips'), head of family, for his right of concession, 300 arpens.
No. 102. David Bollinger (Matthias'), head of family, for his right of concession, 300 arpens.
No. 103. Joseph Miswanger, junior, young man, without family, residing since several years in this district, for his right of concession, &c., 300 arpens.
No. 104. Daniel Bollinger (John's), head of family, for his right of concession, 250 arpens.
No. 105. John Bollinger (John's), head of family, for his right of concession, 250 arpens.
No. 106. John Lorance, head of family, for his right of concession, 300 arpens.
No. 107. Jacob Probot, head of family, for his right of concession, 250 arpens.
No. 108. Daniel Helderbrand, head of family, for his right of concession, 300 arpens.
No. 109. Jacob Walker, head of family, for his right of concession, 300 arpens.
No. 110. Valentine Lorr, head of family, for his right of concession, 300 arpens.
No. 111. Benjamin Helderbrand, head of family, for his right of concession, 300 arpens.
No. 112. James James, head of family, for his right of concession, 250 arpens.
No. 113. John Henry Smith, an old man, without family, allowed for his subsistence, 200 arpens.
No. 114. Thomas Hening, head of family, for his right of concession, 250 arpens.
No. 115. Nicholas Revelle, head of family, for his right of concession, 250 arpens.
No. 116. Stephen Byrd, ancient inhabitant, for augmentation on account of his services, means, industry, &c., 400 arpens.
No. 117. Abraham Byrd, junior, head of family, for his right of concession, 400 arpens.
No. 118. John Byrd, head of family, for his right of concession, 500 arpens.
No. 119. Moses Byrd, head of family, for his right of concession, 300 arpens.
No. 120. Joseph Young, head of family, for his right of concession, 200 arpens.
No. 121. Josiah Lee, junior, head of family, for his right of concession, 200 arpens.
No. 122. Andrew Ramsay, junior, head of family, for his right of concession, 220 arpens.
No. 123. Andrew Ramsay, senior, head of family, for his right of concession, 400 arpens
No. 124. William Boner, head of family, for his right of concession, 180 arpens.
No. 125. Timothy Connelly, head of family, for his right of concession, 150 arpens.
No. 126. Solomon Thorn, head of family, for his right of concession, 600 arpens.
No. 127. Hippolite Marote, head of family, for his right of concession, 300 arpens.
No. 128. Samuel Bradly, head of family, for his right of concession, 300 arpens.
No. 129. John Gibony, head of family, for his right of concession, 300 arpens.
No. 130. James Dowty, head of family, for his right of concession, 100 arpens.
No. 131. James Anell, ancient inhabitant, for augmentation for his services, industry, means, &c., 200 arpens.
No. 132. Anthony Randall, head of family, for his right of concession, 100 arpens.
No. 133. William Strother, head of family, for his right of concession, 300 arpens.
No. 134. James Randall, head of family, for his right of concession, 100 arpens.
No. 135. Samuel Randall, 400 arpens.
No. 136. Allen McKensie, head of family, for his right of concession, 100 arpens.
No. 137. Medall Randall, head of family, for his right of concession, 100 arpens.
No. 138. John Losla, head of family, for his right of concession, 200 arpens.
No. 139. Hugh Criswell, head of family, for his right of concession, 100 arpens.
No. 140. Jacob Foster, junior, head of family, for his right of concession, 150 arpens.
No. 141. Gilbert Hector, head of family, for his right of concession, 100 arpens.
No. 142. Lemuel Cheney, head of family, for his right of concession, 100 arpens.

No. 143. Simeon Kenyon, head of family, for his right of concession, 100 arpens.
No. 144. Samuel Strother, head of family, for his right of concession, 150 arpens.
No. 145. William Smith, head of family, for his right of concession, 400 arpens.
No. 146. Christopher Hays, head of family, for his right of concession, 500 arpens.
No. 147. Thomas Bull, head of family, for his right of concession, 300 arpens.
No. 148. Thomas Wellborn, head of family, for his right of concession, 500 arpens.
No. 149. Enos Randall, senior, head of family, for his right of concession, 300 arpens.
No. 150. Jeremiah Thomas, head of family, for his right of concession, 300 arpens.
No. 151. Martin Rodney, head of family, for his right of concession, 200 arpens.
No. 152. Charles Lucas, head of family, for his right of concession, 600 arpens.
No. 153. William Dougherty, head of family, for his right of concession, 400 arpens.
No. 154. William Murphy, head of family, for his right of concession, 200 arpens.
No. 155. Joseph Worthington, head of family, for his right of concession, 150 arpens.
No. 156. Joseph Thompson, senior, head of family, for his right of concession, 200 arpens.
No. 157. James Cooper, head of family, for his right of concession, 100 arpens.
No. 158. Daniel Clingensmith, head of family, for his right of concession, 400 arpens.
No. 159. George Frederick Bollinger, head of family, for his right of concession, 600 arpens.
No. 160. Matthias Bollinger, senior, 300 arpens.
No. 161. Daniel Bollinger, senior, head of family, for his right of concession, 300 arpens.
No. 162. Joseph Myswanger, senior, head of family, for his right of concession, 100 arpens.
No. 163. Adam Statler, head of family, for his right of concession, 200 arpens.
No. 164. Conrad Statler, head of family, for his right of concession, 200 arpens.

The above list, making the number of one hundred and sixty-four inhabitants, and the quantity (of land) distributed among them, amounting to the total number of fifty thousand arpens in superficie.

L. LORIMIER.

CAPE GIRARDEAU, *January* 19, 1803.

ST. LOUIS OF ILLINOIS, *January* 30, 1803.

I, Don Carlos Dehault Delassus, lieutenant colonel in the royal armies, lieutenant governor of Upper Louisiana, and sub-delegate of the general intendancy of these provinces, having examined the foregoing list of sundry inhabitants who have settled in the district of Cape Girardeau, with the approbation of the commandant, Don Louis Lorimier; considering the just and sound motives which have induced him to permit to them the provisional occupancy of various tracts of the royal domain, all which motives contribute to the best advantage of his Majesty's service, and, also, of his subjects; the industry, honesty and fidelity of the colonists being thus forwarded and encouraged by just and well-deserved rewards; considering, also, the evident difficulty which the greatest part of them have to make out their petitions, and present them, individually, to the competent authority, all which is more fully explained in the official letter of the said commandant, Don Louis Lorimier, under date of 19th January, of the current year, I have thought fit to approve, confirm and ratify the good and judicious dispositions of the said commandant in favor of the 164 inhabitants above named, and by the present decree I do grant and concede to all and each one of them the corresponding quantity of land annexed to his name, as expressed in the preceding list, amounting, in total quantity, to 50,000 arpens of land in superficie, for them to enjoy and dispose of their respective concessions as being their legitimate property. And the surveyor, Don Antonio Soulard, after having taken cognizance of this title, (which has to remain deposited in the archives of Cape Girardeau,) shall put each one of the interested in possession of his corresponding quantity of land, in the place occupied or selected by him, provided it belongs to the royal domain, and is not prejudicial to any person; after the execution of which, corresponding certificates of survey shall be expedited to them, in order to enable them to obtain the titles of concessions in form from the intendancy general of these provinces.

CARLOS DEHAULT DELASSUS.

ST. LOUIS, *October* 23, 1834.

Truly translated from record book B, pages 320, 321, 322, 323, and 324.

JULIUS DE MUN, *T. B. C.*

No. 202.—JOSEPH THOMPSON, JR., CLAIMING 250 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
202	Joseph Thompson, jr.	Arps. 250	Concession, 30th January, 1803; No. 95, list A.	Carlos Dehault Delassus.	On Caney creek.

Evidence, with reference to minutes and records.

DECEMBER 30, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Thompson, jr., by his legal representatives, claiming six hundred and forty acres of land situate on Caney creek, Cape Girardeau. See book B, page 320.

Hugh Criswell, being duly sworn, says that he is sixty-eight years of age; that he came to the then district of Cape Girardeau, Upper Louisiana, now county of Cape Girardeau, State of Missouri, in the year 1801, in which year he became acquainted with the said Joseph Thompson, jr.; that said Joseph Thompson, some time in said year 1801, by permission of the then commandant of that place, settled upon and inhabited a tract of land in said district, and being so settled upon, and an inhabitant of said tract of land, he, said Joseph Thompson, continued thereon as aforesaid, and in the year 1802 inhabited, remained, settled upon, improved, and cultivated the same, by fencing, clearing said land, and raising a crop of corn thereon, in said year 1802; that the said Joseph Thompson, jr., continued to reside in said district until the year 1820.

HUGH CRISWELL.

Sworn to and subscribed, October 17, 1833.

L. F. LINN, *Commissioner.*

The aforesaid Hugh Criswell, being again sworn, saith, the said tract of land mentioned in the aforesaid deposition of this deponent as having been settled upon, inhabited, cultivated, improved, and corn grown and raised thereon, by the said Joseph Thompson, jr., in the said year 1802, mentioned, was lying on a creek called Caney creek, in said district of Cape Girardeau, when and where the said Joseph Thompson, jr., settled upon, inhabited and cultivated the said tract of land mentioned aforesaid.

HUGH CRISWELL.

Sworn to and subscribed, October 19, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 430.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Joseph Thompson, jr., claiming two hundred and fifty arpens of land. Record book B, pages 320 and following. See book No. 6, page 430, where this claim is entered for 640 acres.

The board are unanimously of opinion that two hundred and fifty arpens of land ought to be confirmed to the said Joseph Thompson, jr., or to his legal representatives, according to the concession, and list A, on which the claimant is No. 95. See book No. 7, page 47.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 203.—DAWALT BOLLINGER, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
203	Dawalt Bollinger	Arps. 300	Concession, January 30, 1803; No. 98, list A.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; received for record by Soulard, surveyor general, 27th February, 1806; on White Water.

Evidence, with reference to minutes and records.

MAY 1, 1809.

Board met. Present: Clement D. Penrose and Frederick Bates, commissioners.

Dawalt Bollinger, son of Daniel, claiming 350 arpens and 95 perches of land, situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 98, for 300 arpens; a plat of survey signed B. Cousin, and certified to be received for record 27th February, 1806, by Antoine Soulard, surveyor general.

The following testimony in the foregoing claim was taken at Cape Girardeau, June 2, 1808, by Frederick Bates, commissioner.

Philip Bollinger, sworn, says that claimant cultivated the premises in 1804. Laid over for decision. See No. 4, page 32.

FEBRUARY 19, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Dawalt Bollinger, son of Daniel, claiming 350 arpens of land. See book No. 4, page 32. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 279.

JANUARY 1, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Dawalt Bollinger, by his legal representatives, claiming 640 acres of land situate on White Water, county of Cape Girardeau. See minutes, book No. 4, pages 32 and 279; record book B, page 320 and following.

Adam Statler, 60 years of age, and Philip Bollinger, about 51 years of age, being duly sworn, depose and say that, in the latter part of the year 1799, they emigrated to the then district of Cape Girardeau,

province of Upper Louisiana, now county of Cape Girardeau, State of Missouri, where they have ever since resided in said State as residents of the same; that, at the same time in said year, the said Dawalt Bollinger emigrated to said district with these affiants; that the said Dawalt Bollinger, in the beginning of the year 1800, by the permission of the then commandant, settled upon and actually inhabited a tract of land on White Water, in said district; and being so an inhabitant and settled upon said land, he, the said Dawalt Bollinger, in said year, 1800, cleared, improved, and cultivated the ground on said tract of land, by fencing and raising thereon corn and vegetables necessary for family use, and so continued settled upon as an inhabitant of said tract of land, (dwellings and other buildings being erected thereon,) to improve and cultivate said land from said year 1800 inclusive, annually, in continuation, growing the necessary grains and vegetables thereon until the change of government to the United States; that said Dawalt Bollinger has, ever since he emigrated to said district, continued to reside in said State.

his
PHILIP + BOLLINGER.
mark.
his
ADAM + STATLER.
mark.

Sworn to and subscribed, October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 436.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Dawalt Bollinger, claiming 300 arpens of land. Record book B, page 320 and following. See book No. 6, page 436, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Dawalt Bollinger, or to his legal representatives, according to the concession, and list A, on which claimant is No. 98. For concession, see Joseph Thompson, jr.'s claim, decision No. 202. See book No. 7, page 47.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 204.—JOHN BOLLINGER, SON OF JOHN, CLAIMING 250 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
204	John Bollinger, son of John.	Arps. 250	Concession, January 30, 1803; list A, No. 105.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; received for record by A. Soulard, surveyor general, 27th February, 1806; on Little White Water.

Evidence, with reference to minutes and records.

FEBRUARY 20, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Bollinger, son of John, claiming 561 arpens 51½ perches of land, situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 105, and a plat of survey, certified to be received for record 27th February, 1806, by Antoine Soulard, surveyor general.

Daniel Asherbrauner, duly sworn, says that said land was first improved in 1803, and inhabited in the following year; he left said tract in the spring of 1805, and again removed thereon in the fall of same year, since which time he has continually inhabited and had ten or twelve acres in cultivation. He has a good dwelling-house, stables, and spring house, and has a wife and three children. See minutes, book No. 3, page 480.

DECEMBER 23, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

John Bollinger, son of John, claiming 561 arpens, 51½ perches of land. See book No. 3, page 480. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 239.

JANUARY 2, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Bollinger, son of John, by his legal representatives, claiming 640 acres of land situated on White Water. See book No. 3, page 480; No. 4, page 239; record book B, page 320 and following.

Frederick Limbaugh, sixty-eight years of age, and John Calner, about forty-nine years of age, being duly sworn, depose and say that they have been inhabitants and residents, since the year 1800, of the then district of Cape Girardeau, Upper Louisiana, now county of Cape Girardeau, State of Missouri; that some time in the latter part of the summer, or the first of the fall of 1803, the said John Bollinger,

son of John, by permission of the then Spanish commandant at that place, settled upon, and actually inhabited a tract of land, and began the improvement of the same in said year, by cutting down trees, and clearing the ground on said tract of land; that in the spring of the year 1804, said John Bollinger, so inhabiting as aforesaid, having cleared and fenced in a field of ground on said land on White Water, in said district, planted corn and the vegetables necessary for family use, which grew and were raised in the usual time in the said spring and summer of 1804, on said land; that the necessary buildings and dwellings on said land having been made by said John Bollinger from the time of his said settlement, continued so to inhabit, reside on, and cultivate said land by raising different kinds of grain thereon, clearing and fencing the ground from the time he first settled upon and inhabited said tract of land, as is herein mentioned, until the time of the formation of the State government of Missouri.

his
FREDERICK + LIMBAUGH.
mark.

his
JOHN + CALNER.
mark.

Sworn to and subscribed, October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 439.

JANUARY 15, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of John Bollinger, son of John, claiming 640 acres of land, (see page 439 of this book, No. 6,) the following testimony was taken by L. F. Linn commissioner:

William Bollinger states that he is aged fifty-six years; that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, now State of Missouri, in the year 1800; that he was well acquainted with John Bollinger, son of John, who also settled in said district in the year 1800. He knows of the said John making an improvement on South White Water, in said district, in the spring of 1801, in which year it was run off by B. Cousin, the surveyor. In said year a house was built on said place, and a garden made; the next year, 1802, more ground was cleared, and corn raised on it. The said place has been in cultivation ever since by different persons. The said place has, in part, been entered, as this affiant is informed, and believes. The said place was inhabited and cultivated in the years 1801 and 1802, by John Bollinger.

his
WILLIAM × BOLLINGER.
mark.

Sworn to and subscribed, October 17, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 464.

OCTOBER 23.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Bollinger, son of John, claiming 250 arpens of land. Record book B, page 320 and following. See book No. 6, page 439, where this claim is entered for 640 acres.

The board are unanimously of opinion that 250 arpens of land ought to be confirmed to the said John Bollinger, son of John, or to his legal representatives, according to the concession, and list A, on which claimant is No. 105. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202.

JAMES S. MAYFIELD.
JAMES. H. RELFE.
F. R. CONWAY.

No. 205.—ALEXANDER SUMMERS, CLAIMING 250 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
205	Alexander Summers.	Arps. 250	Concession, 30th January, 1803; list A, No. 49.	Carlos Dehault Delassus.	On White Water.

Evidence, with reference to minutes and records.

MAY 18, 1809.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

Alexander Summers, claiming 250 arpens of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 49. Laid over for decision. See No. 4, page 57.

MARCH 2, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Alexander Summers, claiming 250 arpens of land. See book No. 4, page 57. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 228.

JANUARY 4, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Alexander Summers, by his legal representatives, claiming 640 acres of land situate on the waters of Hubble creek, county of Cape Girardeau. See book No. 4, pages 57 and 288; record book B, page 320 and following.

STATE OF MISSOURI, *County of Cape Girardeau:*

Ithamer Hubble, being duly sworn, states that he is aged 71 years; that he came to and settled in the district of Cape Girardeau, Upper Louisiana, in the year 1797; that in the year 1799 or 1800, which this affiant is not positive, he became acquainted with one Alexander Summers, who, in one of those years, moved to said district and settled a place on Fastin's creek, which is a branch of Hubble's creek that empties into White Water. The said Alexander, at the time mentioned, built a cabin on said place, where he then resided, and raised a crop of corn and other grain on the same. The said improvement is situated about six or seven miles south of the present town of Jackson, Cape Girardeau county, Missouri, and is owned at this time by one William Williams, or his children. There was something like three or four acres of land cleared on said place, by the said Summers, at the time mentioned above.

his
ITHAMER × HUBBLE.
mark.

Sworn to and subscribed this 18th October, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 443.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Alexander Summers, claiming 250 arpens of land. Record book B, page 320 and following. See book No. 6, page 448, where this claim is entered for 640 acres.

The board are unanimously of opinion that 250 arpens of land ought to be confirmed to the said Alexander Summers, or to his legal representatives, according to the concession, and list A, on which claimant is No. 49. For concession, see Joseph Thompson, jr's claim, decision No. 202.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 206.—JOHN GUETHING, CLAIMING 500 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
206	John Guething..	Arps. 500	Concession, 30th January, 1803; list A, No. 37.	Carlos Dehault Delassus.	B. Cousin, deputy surveyor, 16th December, 1805. Recorded by Soulard, 21st February, 1806. On Randall's creek, Cape Girardeau.

Evidence, with reference to minutes and records.

MARCH 6, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Guething, claiming five hundred and eighty-four arpens eighty-one and three-quarters perches of land situate on Hubble's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 37; a plat of survey, dated 16th December, 1805, certified 21st February, 1806. Laid over for decision. See book No. 3, page 512.

JANUARY 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Guething, claiming five hundred and eighty-four arpens eighty-one and three-quarters perches of land. See book No. 3, page 512. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 261.

DECEMBER 22, 1813.

John Guething, claiming five hundred and eighty-four arpens eighty-one and three-quarters perches of land on Hubble's creek, county of Cape Girardeau. Minutes, book No. 3, page 512; book 4, page 261.

Robert Crump, duly sworn, says that claimant began to build a house on this tract in 1803; planted nurseries of fruit trees. Witness understands that claimant was induced to leave this place by the persuasions of Lorimier, late commandant, who is said to have promised claimant that he should have his head right, without making the usual improvements and cultivation, in consideration of his pursuing his mechanical employments in the village. Every year, since claimant first took possession, large quantities of sugar have been made under arrangements with the claimant, under whose name the place has always

gone. It has ever been considered as his property. Whenever persons have been employed in making sugar on the premises, they inhabited the place. Establishments suitable for such operations have been made and kept up. From the appearance of the trees in 1803, witness conjectures that there must have been sugar made in former years.

Robert Gibouny, duly sworn, says that in 1798 sugar was made on this tract, and believes that it was also made every following year, though witness has no certain knowledge. In 1803 this land was claimed by Guething, and considered as his land to this time. See recorder's minutes, page 89.

JANUARY 6, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Guething, by his legal representatives, claiming five hundred and eighty-five arpens of land situated in the late district of Cape Girardeau. See record book B, page 320; minutes, No. 3, page 512; No. 4, page 261; recorder's minutes, page 89.

STATE OF MISSOURI, *County of Cape Girardeau:*

George Hacker, being sworn, says he came to the district of Cape Girardeau in April, 1802; in the fall of that year he saw the said John, and knew him from that time up to his death, about the year 1820. The said John was a carpenter by trade, and worked on the King of Spain's house, at the town of Cape Girardeau. He also worked at his trade for other persons in said district; he died without children, leaving Elizabeth as his wife and sole heir.

GEORGE HACKER.

Sworn to and subscribed, June 10, 1833.

Elyah Dougherty, being sworn, states that he knew the said John in 1800; he was then working for Lorimier, at the town of Cape Girardeau, at his trade, which was that of a carpenter; he, afterwards, in 1802 and 1803, worked at William Dougherty's, in said district of Cape Girardeau. This affiant also understood that he had a grant, or permission to settle land, from the commandant, Lorimier.

his
ELYAH × DOUGHERTY.
mark.

Sworn to and subscribed, June 10, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 444.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Guething, claiming five hundred arpens of land. See book No. 6, page 444, where this claim is entered for five hundred and eighty-five arpens.

The board are unanimously of opinion that five hundred arpens of land ought to be confirmed to the said John Guething, or to his legal representatives, according to the concession, and list A, on which claimant is No. 37. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 48.

F. R. CONWAY.
JAMES H. RELFE.
JAMES S. MAYFIELD.

No. 207.—NICHOLAS REVEILLEE, CLAIMING 200 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
207	Nicholas Reveillee	Arps. 200	Concession, 30th January, 1803; list A, No. 115.	Carlos Dehault Delassus.	Joseph Story, deputy surveyor; 10th February, 1806; Tawapity.

Evidence, with reference to minutes and records.

JUNE 6, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Nicholas Reveillee, claiming 200 arpens of land situated on Ramsay's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 115.

The following testimony in the foregoing claim was taken as aforesaid at Cape Girardeau, June 7, 1808, by Frederick Bates, commissioner:

Solomon Thorn, duly sworn, says that in the year 1801 he saw a field enclosed (of about an acre) with a brush fence, and cultivated in corn, cucumbers, and other vegetables; at which time there was a cabin on this tract inhabited, but how long after witness does not know; said cabin was below the Big lick about 100 yards, on the west side of the creek. Laid over for decision. See No. 4, page 82.

MARCH 22, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Nicholas Reveillee, claiming 200 arpens of land. See No. 4, page 82. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 304.

JANUARY 6, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Nicholas Reveille, by the heirs of Andrew Ranney, claiming 200 arpens of land situated in the late district of New Madrid. See record book B, page 320; book No. 4, pages 82 and 304.

STATE OF MISSOURI, *County of Cape Girardeau:*

James Ramsay, jr., knew the said Nicholas in the district of New Madrid, in the year 1799 or 1800; he was a mechanic, a whitesmith by trade; worked at his trade both at New Madrid and Cape Girardeau.

his
JAMES × RAMSAY.
mark.

Sworn to and subscribed, June 10, 1833.

L. F. LINN, *Commissioner.*

John Rodney, sworn, says he knew said Nicholas; he was acquainted with him first about two years before the change of government; he lived at that time in Cape Girardeau district; he was a mechanic, and affiant has seen him work as such.

JOHN RODNEY.

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 445.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Nicholas Reveillee, claiming 200 arpens of land. See book No. 6, page 445.

The board are unanimously of opinion that 200 arpens of land ought to be confirmed to the said Nicholas Reveillee, or to his legal representatives, according to the concession, and list A, on which claimant is No. 115. For concession, see Joseph Thompson, junior's, claim, decision No. 202.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 208.—JOHN DOUGHERTY, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
208	John Dougherty.	Arps. 300	Concession, 30th January, 1803; list A, No. 39.	Carlos Dehault Delassus.	On Byrd's creek, county of Cape Girardeau.

Evidence, with reference to minutes and records.

JANUARY 7, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Dougherty, by his legal representatives, claiming 640 acres of land on the waters of Byrd's creek, county of Cape Girardeau. See record book B, page 320.

STATE OF MISSOURI, *County of Cape Girardeau:*

Elyah Dougherty states that he moved to, and settled in the district of Cape Girardeau, Upper Louisiana, now State of Missouri, in 1800; that he was well acquainted with John Dougherty, who came to the country at the same time, that is, in 1800. The said John Dougherty was a mechanic, a carpenter by trade, and worked on and assisted in building the commandant's house, at the town of Cape Girardeau, in 1801 and 1802. This affiant well recollects hearing the said John apply to the commandant, Don Louis Lorimier, for land soon after his arrival in the above district, in June, 1800. Lorimier told him to select his place, and he would take care of it for him; that, as he was a mechanic, there was no need for him to improve his land, and that he (Lorimier) wanted him to work on his house in the Cape. In the month of July, 1800, this affiant went with the said John when he selected his place on the waters of Byrd's creek, about four miles from the present town of Jackson, in said district. This affiant assisted the said John in making what was called a tomahawk improvement, that is, clearing out a place to build a house, and making brush heaps; after which, the said John went to work on the commandant's house, as stated above.

his
ELYAH × DOUGHERTY.
mark.

Sworn to and subscribed, October 17, 1833.

L. F. LINN, *Commissioner.*

Robert Green, aged 78 years, states that he moved to, and settled in the district of Cape Girardeau, Upper Louisiana, now State of Missouri, in the year 1800. He was well acquainted with John Dougherty, who moved to and settled in said district in said year 1800. The said John was a mechanic, a carpenter by trade. In the year 1800, this affiant was present when the said John applied to the Spanish commandant, Don Louis Lorimier, for land. Lorimier told him he should have land, and had his name put down on the books, but that he wanted him to work for him, said Lorimier, on his house at the Cape. The said John hesitated, when Lorimier said, "Your land no run away; mechanics are not obliged to cultivate their land, and I will take care of yours for you." This affiant knows that the said John selected his land on the waters of Byrd's creek, in said district, in the summer of 1800; commenced a camp, and made brush heaps on said place at said time. This affiant also knows that the said John worked for the said commandant, on his house in Cape Girardeau, in the years 1801 and 1802, under the faith, as this affiant understood and believes, that it was not necessary for him to improve his land. The said John lived in said district up to the time of his death, in 1829 or 1830.

ROBERT GREEN.

Sworn to and subscribed this 19th of October, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 446.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relf, commissioners.

John Dougherty, claiming 300 arpens of land. See book No. 6, page 446, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said John Dougherty, or to his legal representatives, according to the concession, and list A, on which claimant is No. 39. For concession, see Joseph Thompson's, jr.'s, claim, decision No. 202. See book No. 7, page 49.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 209.—JAMES RAMSAY, JR., CLAIMING 400 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
209	James Ramsay, jr.	Arps. 400	Concession, 30th January, 1803; list A, No. 36.	Carlos Dehault Delassus.	On White Water, district of Cape Girardeau.

Evidence, with reference to minutes and records.

APRIL 21, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

James Ramsay, jr., claiming 400 arpens of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 36.

The following testimony in the foregoing claim was taken as aforesaid by Frederick Bates, commissioner, at Cape Girardeau, June 1, 1808:

James Earle, duly sworn, says, that in 1802 he saw a cabin, a small garden spot made by the tenant of claimant.

Elijah Welsh, sworn, says that land was improved in October, 1800; a hut or cabin built; claimant then cleared, enclosed, and the following year cultivated a small spot of ground; premises constantly cultivated, but not inhabited, until this time; three small spots of corn, peach trees, and water melons have been cultivated. Laid over for decision. No. 4, page 18.

FEBRUARY 3, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

James Ramsay, jr., claiming 400 arpens of land. See book No. 4, page 18. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 269.

JANUARY 8, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

James Ramsay, jr., claiming 750 arpens of land situate in the late district of Cape Girardeau. See minutes No. 4, pages 18 and 269.

STATE OF MISSOURI, *County of Cape Girardeau:*

John Rodney, being duly sworn, states that he has known James Ramsay, jr., ever since the year 1798; that he lived in the district of Cape Girardeau in that year; knows of his inhabiting and cultivating land in said district from the year 1798 up to the year 1816; has seen him cultivating corn, potatoes, &c., previous to the change of government; he was a farmer by occupation, and had a negro.

JOHN RODNEY.

Sworn to and subscribed, this 11th June, 1833.

L. F. LINN, *Commissioner.*

Ithamer Hubble, being sworn, states that he is about seventy years of age; that he knows the said James Ramsay, jr., well; has been acquainted with him ever since the year 1797, when he, the said James, first came to the district of Cape Girardeau; he knows of the said James inhabiting and cultivating land in the said district in the year 1802 or 1803; he built a cabin, cleared some land, and planted peach trees in one of those years; the said James has lived in the country ever since; his occupation was that of a farmer.

his
ITHAMER × HUBBLE.
mark.

Sworn to and subscribed, this 11th June, 1833.

L. F. LINN, *Commissioner.*

Ebenezer Hubble states that he is well acquainted with the said James Ramsay, jr.; he became acquainted with him in the year 1797, when the said James first moved to the district of Cape Girardeau; he thinks in the fall of 1804 he was on the improvement of the said James; and from the appearance of the house, logs, and peach trees, he would suppose the improvement had been made two or three years.

his
EBENEZER × HUBBLE.
mark.

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

George Hacker, being sworn, says he knew the said James Ramsay, jr., in 1802; he then lived in the district of Cape Girardeau; the said Ramsay was a farmer, and this affiant has seen him cultivating land, planting, &c., in said district, during the existence of the Spanish government; this affiant knows that the said James Ramsay, jr., went to New Madrid on an Indian expedition under the Spanish government in the year 1802.

GEORGE HACKER.

Sworn to and subscribed, this 11th June, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 448.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

James Ramsay, jr., claiming 400 arpens of land. Record book B, page 320 and following. See book No. 6, page 448, where this claim is entered for 750 arpens.

The board are unanimously of opinion that 400 arpens of land ought to be confirmed to the said James Ramsay, jr., or to his legal representatives, according to the concession, and list A, on which claimant is No. 36. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 49.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 210.—LEMUEL CHENEY, CLAIMING 100 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
210	Lemuel Cheney.	Arps. 100	Concession, January 30, 1803; list A, No. 142.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

MARCH 4, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Lemuel Cheney, claiming 100 arpens of land situate in the district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 142.

Laid over for decision. See No. 3, page 505.

JANUARY 16, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Lemuel Cheney, claiming 100 arpens of land. See book No. 3, page 505.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 255.

JANUARY 8, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Lemuel Cheney, by the legal representatives of Andrew Ramsay, claiming 640 acres of land. See minutes, No. 3, page 505; No. 4, page 255.

James Ramsay, jr., states that he knew the said Cheney well; he came to this district of Cape Girardeau about the year 1798 or 1799. Knows of the said Cheney inhabiting and cultivating land in the said district of Cape Girardeau in the year 1799 or 1800, the precise year not recollected. He also built a house and planted an orchard on the said land under the Spanish government, and continued to reside on the same up to the time of his death, which happened in the year 1805 or 1806, which year deponent does not positively recollect. He cultivated the said land in corn, potatoes, &c., and was a farmer by occupation.

his
JAMES + RAMSAY.
mark.

Sworn to and subscribed, 11th June, 1833.

L. F. LINN, *Commissioner.*

No. 6, page 540.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Lemuel Cheney, claiming 100 arpens of land. Record book B, page 320 and following. See book No. 6, page 450, where this claim is entered for 640 acres.

The board are unanimously of opinion that 100 arpens of land ought to be confirmed to the said Lemuel Cheney, or to his legal representatives, according to the concession. and list A, on which claimant is No. 142. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 50.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 211.—ANDREW RAMSAY, JR., CLAIMING 220 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
211	Andrew Ramsay, jr.	Arps. 220	Concession, 30th January, 1803; list A, No. 122.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

JANUARY 9, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Andrew Ramsay, jr., by his legal representatives, claiming 750 arpens of land in the late district of Cape Girardeau. See record book B, page 320.

STATE OF MISSOURI, *County of Cape Girardeau:*

James Ramsay, who is aged about 53 years, states that he knew the said Andrew Ramsay, jr., well; that he was acquainted with him from his infancy up to the time of his death, in the year 1830; knows that the said Andrew had a permission to settle from Lorimier, the commandant of the said Cape Girardeau district, in the year 1797, when he first came to this country; he knows of his inhabiting and cultivating land on the Big swamp, in said district, in 1798, in pursuance of said permission, and that he lived on the same 12 or 15 years; he also knows that the said Andrew built a dwelling-house, stable, barn, &c., and cleared 25 or 30 acres of land under the Spanish government, and that he also planted an orchard on said land. The said Andrew was a married man when he moved to this country; had a wife and three or four children, and was the owner of two negroes. The said Andrew went to New Madrid in 1802, on an Indian expedition, and was promised by the Spanish commandant, Lorimier, 250 acres of land for his services on said expedition. The said Andrew died in this country in February, 1830, leaving as his heirs and legal representatives the persons mentioned in the caption of this deposition.

his
JAMES + RAMSAY.
mark.

Sworn to and subscribed, this 11th June, 1833.

L. F. LINN, *Commissioner.*

John Rodney, sworn, states that he is about 44 years of age; that he knew the said Andrew Ramsay in the year 1798, and knows of his improving land in that year at or near the Big swamp, in the district of Cape Girardeau; he built a dwelling-house, and cultivated the land under the Spanish government; he also had an orchard and fruit trees; was a married man; had a wife and three or four children previous to the change of government; also negroes.

JOHN RODNEY.

Sworn to and subscribed, this 11th day of June, 1833.

L. F. LINN, *Commissioner.*

Ithamer Hubble, who is aged about 70 years, knew Andrew Ramsay, junior, well; the said Andrew moved to the district of Cape Girardeau in 1797; was a man with a family; had a wife and children. He knows of said Andrew inhabiting and cultivating land in the Big swamp, in said district, previous to the year 1800. The exact time he made his improvement he does not recollect; he knows of his building a dwelling and other houses in the Spanish times, and also claiming lands in the place mentioned, and that he cultivated corn, potatoes, &c.

his
ITHAMER × HUBBLE.
mark

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

Ebenezer Hubble states that he was well acquainted with Andrew Ramsay, junior; first saw him at Cape Girardeau, in 1797, and knows that he inhabited and cultivated land in the Big swamp, in Cape Girardeau, previous to the year 1803; he built houses, cleared land, and raised grain, under the Spanish government; he also built stables, corn cribs, &c.; was a man with a family; had a wife and children; the number this affiant does not know. The said Andrew continued to cultivate the said land, as this affiant knows, long after the American government was established.

his
EBENEZER + HUBBLE.
mark

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 451.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Andrew Ramsay, junior, claiming 220 arpens of land; record book B, page 320 and following; see book No. 6, page 451, where this claim is entered for 750 arpens.

The board are unanimously of opinion that 220 arpens of land ought to be confirmed to the said Andrew Ramsay, junior, or to his legal representatives, according to the concession, and list A, on which claimant is No. 123. For concession, see Joseph Thompson, junior's, claim, decision No. 202. See book No. 7, page 50.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 212.—JOSEPH WORTHINGTON, CLAIMING 150 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
212	Joseph Worthington.	Arps. 150	Concession, 30th January, 1803; list A, No. 155.	Carlos Dehault Delassus.	B. Cousin, deputy surveyor; 21st December, 1805; countersigned A. Soulard, surveyor general.

Evidence, with reference to minutes and records.

MAY 25, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Joseph Worthington, claiming 170 arpens of land situate on Ramsay's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimaint is No. 155, for 150 arpens; a plat of survey, dated 21st December, 1805, and certified to be received for record on the 27th February, 1896, by Antoine Soulard, surveyor general. Laid over for decision. See book No. 4, page 71.

MARCH 13, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Joseph Worthington, claiming 170 arpens of land. See book No. 4, page 71. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 295.

JANUARY 11, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Worthington, by his legal representatives, claiming 640 acres of land situate on the waters of Hubble's creek, county of New Madrid. See record book B, page 320; minutes, book No. 4, pages 71 and 295.

STATE OF MISSOURI, *County of Cape Girardeau:*

John Friend, who is aged about fifty-two years, states that he moved to the district of l'Anse à la Graisse, Upper Louisiana, in the year 1799; that he was well acquainted with Joseph Worthington, of

the district of Cape Girardeau; he first knew him in 1801. In 1803 this affiant worked for the said Joseph on his improvement, at what was called the Pond place, on the waters of Hubble's, in said district, now county of Cape Girardeau, Missouri. The said Joseph had a house on said place, in 1803, where he then lived, and had some ten or twelve acres cleared and in cultivation in corn and other things. This affiant knows that the said Joseph was living on said place in 1804, and for several years thereafter.

his
JOHN × FRIEND.
mark.

Sworn to, and mark made, in presence of

L. F. LINN, *Commissioner.*

JACKSON, *October* 15, 1833.

See book No. 6, page 457.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Worthington, claiming 150 arpens of land. Book B, page 320 and following. See book No. 6, page 457, where this claim is entered for 640 acres.

The board are unanimously of opinion that 150 arpens of land ought to be confirmed to the said Joseph Worthington, or to his legal representatives, according to the concession, and list A, on which claimant is No. 155. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 50.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 213.—EBENEZER HUBBLE CLAIMING 250 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
213	Ebenezer Hubble.	Arps. 250	Concession, 30th January, 1803; list A, No. 51.	Carlos Dehault Delassus.	Edward F. Bond, deputy surveyor; 5th December, 1805; received by Soulard, 28th February, 1806; on White Water, county of Cape Girardeau.

Evidence, with reference to minutes and records.

APRIL 16, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and James L. Donaldson, Esq.

Ebenezer Hubble, claiming as aforesaid, (under the second section of the act of Congress,) 250 arpens of land situate as aforesaid, (district of Cape Girardeau,) produces, as a special permission to settle, a concession, signed and dated as aforesaid, and a certificate of survey of 748 arpens 68 perches, dated February 28, 1806

Ithamer Hubble, being duly sworn, says that the said claimant was, at the time of obtaining said concession, of the age of 21 years and upwards; that he did proceed to the improvement of said land in 1803, sowed an acre of said land in turnips, planted peach trees; that in 1804 he put up a cabin, and hired a man in that year, who did cultivate the same for him. The board reject this claim. See book No. 1, page 240.

MARCH 6, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Ebenezer Hubble, claiming 748 arpens 68 perches of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 51, and a plat of survey, dated 5th December, 1805; countersigned 28th February, 1806, by Antoine Soulard, surveyor general. The following testimony in the above claim was taken by Frederick Bates, commissioner, at Cape Girardeau, June 1, 1808.

Ithamer Hubble, duly sworn, says that a turnip field was sowed on this land in 1803. In the following March a cabin was built, and claimant's family moved into it, and have continued to inhabit and cultivate to the present day. About 12 acres in cultivation at this time; no children, but was 21 years of age. Laid over for decision. See book No. 3, page 510.

JANUARY 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Ebenezer Hubble, claiming 748 arpens 68 perches of land. See book No. 1, page 240; No. 3, page 510. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 260.

JANUARY 13, 1834.

F. R. Conway, Esq. appeared pursuant to adjournment.

Ebenezer Hubble, by his legal representatives, claiming 640 acres of land on White Water, county of Cape Girardeau. See book No. 1, page 240; No. 3, page 510; No. 4, page 260. Record book B, page 320 and following.

STATE OF MISSOURI, *County of Cape Girardeau:*

Ithamer Hubble, being duly sworn, says that he is about 70 years of age; that he moved to Upper Louisiana in the year 1797, and settled in the then district of Cape Girardeau, where he has resided ever since. The said Ebenezer Hubble came to this country at the same time, and settled in said district of Cape Girardeau, where he has also resided ever since. In the year 1803, the said Ebenezer obtained a written permission from Lorimier, the Spanish commandant at Cape Girardeau, to settle lands, and in the same year, that is, in 1803, improved land on the west side of White Water, in said district of Cape Girardeau, and sowed the same in turnips the fall of that year. The said land has been in cultivation by the said Ebenezer ever since, with the exception of two or three years at different times, and with the exception of a part of said claim which has been entered by one Morris Young. The said head right or settlement right was duly surveyed by the proper officer in the fall of 1805. That part of said claim which has been entered by the said Young, includes nearly all the tillable land in said survey, the balance being hilly and broken.

his
ITHAMER × HUBBLE.
mark

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

Ithamer Hubble, the above witness, further states that the above place of Ebenezer Hubble was not only put in cultivation as stated above, but was also inhabited in the month of February, 1804, at which time he built a house on said place.

his
ITHAMER × HUBBLE.
mark

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 458.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Ebenezer Hubble, claiming 250 arpens of land. Record book B, page 320 and following. See book No. 6, page 458, where this claim is entered for 640 acres.

The board are unanimously of opinion that 250 arpens of land ought to be confirmed to the said Ebenezer Hubble, or to his legal representatives, according to the concession, and list A, on which claimant is No. 51. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 51.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 214.—JOHN HAND, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
214	John Hand	Arps. 300	Concession, 30th January, 1803; list A, No. 70.	Carlos Dehault Delassus.	B. Cousin, deputy surveyor; 6th December, 1805; countersigned Antoine Soulard, surveyor general.

Evidence, with reference to minutes and records.

FEBRUARY 23, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Hand, claiming 360 arpens 21⅔ perches of land situate on the waters of Hubble's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 70, and a plat of survey, dated 6th December, 1805, countersigned Antoine Soulard, surveyor general.

The following testimony in the above claim was taken by Frederick Bates, commissioner, at Cape Girardeau, May 31, 1808:

Henry Hand, duly sworn, says that claimant improved or commenced improvement, 13th June, 1803, cleared a small lot and planted corn, since which he has enlarged his improvement, but has never inhabited. Claimant was only turned of seventeen years when he commenced his improvement. Laid over for decision. See book No. 3, page 489.

DECEMBER 29, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Hand, claiming 360 arpens 21⅔ perches of land. See book No. 3, page 489. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 244.

JANUARY 14, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Hand, by his legal representatives, claiming 640 acres of land situate in the county of Cape Girardeau. See minutes, book No. 3, page 489; No. 4, page 244; record book B, page 320 and following.

STATE OF MISSOURI, *County of Cape Girardeau:*

John Hays, aged about 55 years, being duly sworn, says that he was well acquainted with John Hand, the original claimant; that the claimant came to this country, then the province of Upper Louisiana, in the spring of the year 1799, and stopped at New Madrid, and moved to the district of Cape Girardeau the same fall, where he remained a citizen and cultivator of the soil till his death, a few years since.

JOHN HAYS.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

Also came Martha Dougherty, a witness aged about 48, who being duly sworn as the law directs, deposeth and saith that she was well acquainted with John Hand, the original claimant; witness also knows the land claimed, and knows that, in 1802, the said John settled on and improved the land; cleared in that year some land, and sowed turnips, and continued to clear more land in 1803 and 1804. He cultivated corn thereon in 1803 and 1804; that there was a house or cabin built on said land, and that the said tract has been continually inhabited and cultivated ever since.

her
MARTHA × DOUGHERTY.
mark.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

Also came Mary Goza, a witness aged about 43 years, who being duly sworn, deposeth and saith that she was well acquainted with John Hand, the original claimant; witness also knows the land claimed, and she knows that John Hand settled on and improved and cultivated the same as early as the year 1803; there were several acres of land fenced and cleared, and a garden in cultivation; this witness dropped the corn for said Hand in 1803 herself; she also knew that house logs were then cut, hauled, and lying on the ground; and she further knows that the house was raised and fenced the same year; and she further knows that the said land has been constantly inhabited and cultivated ever since.

her
MARY × GOZA.
mark.

Sworn to and subscribed, October 19, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 461.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Hand, claiming 300 arpens of land. See book No. 6, page 461, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said John Hand, or to his legal representatives, according to the concession, and list A, on which claimant is No. 70. For concession, see Joseph Thompson, junior's, claim, decision No. 203; see book No. 7, page 51.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 215.—JAMES COX, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
215	James Cox.....	Arps. 300	Concession, 30th January, 1803; list A, No. 47.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

MAY 18, 1809.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

James Cox, claiming 240 arpens of land situate on Giboney's creek, district of Cape Girardeau; pro-

duces to the board an affidavit of permission for John Cox to settle on vacant land, dated 3d June, 1808.

Laid over for decision. See book No. 4, page 60.

NOVEMBER 26, 1810.

Board met. Present: John B C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

James Cox, claiming 240 acres of land. See book No. 4, page 60.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 15.

JANUARY 14, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

James Cox, by his legal representatives, claiming 640 acres of land situate on Randall's creek, county of Cape Girardeau. See record book B, page 320; minutes, book No. 4, page 60; No. 5, page 15.

STATE OF MISSOURI, *County of Cape Girardeau:*

Richard Waller states that he was well acquainted with James Cox; he first knew him in the district of Cape Girardeau, in the year 1798. He knows of the said James inhabiting and cultivating land on the waters of Randall's creek, in said district, Upper Louisiana, in the years 1801, 1802, 1803, and 1804, and since. The said James had a house on said place, and about six or seven acres cleared in the years mentioned above; there were also stables and corn-cribs on said place.

RICHARD WALLER.

Sworn to and subscribed, this 18th of October, 1833.

L. F. LINN, *Commissioner.*

David Green, who is fifty years of age, states that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, now State of Missouri, in the year 1800; that, in the spring of 1802 or 1803, which he cannot positively state, he was passing from the Big swamp to Byrd's settlement, in said district, when he came in view of two or three improvements on Randall's creek, where he met James Cox, whom he had known in said district for several years. This affiant asked the said James who lived there, and was told by the said James that his father lived at the left hand place, and that he, the said James, owned the other, and lived there. This affiant was well acquainted with the said James, though he had never been at his house. The said James continued to live in said district up to the time of his death, one or two years ago. He was a farmer, and followed that occupation.

D. GREEN.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 462.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

James Cox, claiming 300 arpens of land. Record book B, page 320 and following. See book No. 6, page 462, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said James Cox, or to his legal representatives, according to the concession, and list A, on which claimant is No. 47. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 51.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 216.—JOHN PATTERSON, CLAIMING 400 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
216	John Patterson.	Arps. 400	Concession, 30th January, 1803; list A, No. 2.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

JANUARY 14, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

John Patterson, by his legal representatives, claiming 640 acres of land situate on Hubble's creek, county of Cape Girardeau. See record book B, page 320.

THE STATE OF MISSOURI, *County of Cape Girardeau:*

Hugh Criswell states that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, in the year 1801, and that he is well acquainted with John Patterson, then, and still, a resident of said district. This affiant knows of the said Patterson obtaining permission to settle from Lorimier, the

commandant at Cape Girardeau, in said year, and that he actually settled a place on Hubble's creek, in said district, in the year 1801, and in 1802 he, said Patterson, raised corn and other grain on said place. This affiant knows that the said Patterson inhabited and cultivated said place in the years 1802, 1803, 1804, and 1805. The said Patterson was a mechanic, a blacksmith by trade, which trade he carried on at said place in the years mentioned above. The said Patterson was a man with a family previous to the change of government, consisting of his wife and three children. The said Patterson had a large hewed log house on said place; an orchard of both apples and peaches, previous to 1804. The quantity of cleared land this affiant cannot state; there were, perhaps, seven or eight acres.

HUGH CRISWELL.

Sworn to and subscribed, October 14, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 463.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Patterson, claiming 400 arpens of land. See book No. 6, page 463, where this claim is entered for 640 acres.

The board are unanimously of opinion that 400 acres of land ought to be confirmed to the said John Patterson, or to his legal representatives, according to the concession, and list A, on which claimant is No. 2. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 52.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 217. JEPTHA CORNELIUS, CLAIMING 600 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
217	Jeptha Cornelius.	Arps. 600	Concession, 30th January, 1803; list A, No. 11.	Carlos Dehault Delassus.	Six hundred arpens, by B. Cousin, deputy surveyor; 10th September, 1805; countersigned Ante. Soulard, surveyor general.

Evidence, with reference to minutes and records.

APRIL 12, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and James L. Donaldson, Esq.

Henry Howard, assignee of Joseph Young, assignee of Jeptha Cornelius, claiming, as aforesaid, (under the 2d section of the act,) 600 arpens of land situate as aforesaid, (district of Cape Girardeau,) produces the aforesaid concession from Charles D. Delassus, dated as aforesaid, (30th January, 1803,) and a certificate of survey of 585 arpens and 44 perches, (600 arpens,) dated December (September) 10th, 1805; a deed of transfer from Jeptha Cornelius to Joseph Young, dated September 9th, 1803, and another deed of transfer from said Young to claimant, dated May 21st, 1804.

James Earle, being duly sworn, says that the said Joseph Young did, prior to, and on the 20th day of December, 1803, actually inhabit and cultivate the said tract of land.

The board grant the said claimant, assignee of Joseph Young, 600 arpens of land situate as aforesaid, (district of Cape Girardeau,) as per the said concession. See book No. 1, page 232.

FEBRUARY 19, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Henry Howard, assignee of Joseph Young, assignee of Jephtha Cornelius, claiming 600 arpens of land. See book No. 1, page 232. It is the opinion of the board that this claim ought not to be granted. See No. 4, page 280.

JANUARY 16, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Jeptha Cornelius, by his legal representatives, claiming 640 acres of land situated on Cane creek, county of Cape Girardeau. See minutes, book No. 1, page 232; No. 4, page 280; record book B, page 320 and following.

STATE OF MISSOURI, *County of Cape Girardeau:*

Moses Byrd states that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, in the year 1799; that he was well acquainted with Jeptha Cornelius, who moved to and settled a place on Cane creek, a branch of Byrd's creek, in said district, either in the latter part of the year 1801, or fore part of the year 1802, which, this affiant is not sure. The said Cornelius built a house on said land previous to 1803, and raised two crops of corn on said land; and in September, 1803, sold and transferred the said land and improvements to one Joseph Young. The said Young sold and transferred the said land to

Henry Howard who moved on the said place early in the year 1804, when the said Cornelius moved out of the house on said place. The said Howard continued to inhabit and cultivate said place until his death, which happened some eight or ten years ago. His widow and family still inhabit said plantation. This affiant recollects that said place was inhabited and cultivated many years after its first settlement, either by Cornelius or Howard, until many years after 1804. The said Cornelius had a family, consisting of his wife, himself, and a good many children; the precise number this affiant cannot state. Henry Howard also had a large family, consisting of his wife and children; but the precise number this affiant cannot state. He speaks of their families as they were when they first moved to the country. This affiant lived, at the time, in the neighborhood of said place mentioned above.

MOSES BYRD.

Sworn to and subscribed, October 17, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 468.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Jeptha Cornelius, claiming 600 arpens of land. See book No. 6, page 468, where this claim is entered for 640 acres.

The board are unanimously of opinion that 600 arpens of land ought to be confirmed to the said Jeptha Cornelius, or to his legal representatives, according to the concession and list A, on which claimant is No. 11. For concession, see Joseph Thompson, jr.'s claim, decision No. 202. See book No. 7, page 52.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 218.—ENOS RANDALL, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
218	Enos Randall . .	Arps. 300	Concession, 30th January, 1803; list A, No. 149.	Carlos Dehault Delassus.	B. Cousin, deputy surveyor; 7th December, 1806. Recorded by Soulard, surveyor general, twenty-first February, 1806.

Evidence, with reference to minutes and records.

FEBRUARY 11, 1809.

Board met. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates.

Enos Randall, senior, claiming 350 arpens 85½ perches of land situate on the waters of Cape la Cruche, produces to the board, as a permission to settle, list A, on which claimant is No. 149; a plat of survey, dated 7th December, 1805, and certified 21st February, 1806.

Thomas Bull, being duly affirmed, says that said land is situate on the waters of Cape la Cruche; that claimant settled in the year 1806 or 1807, built a cabin, and enclosed five or six acres, and has continued to cultivate and inhabit to the present day; has a wife and one child. Laid over for decision. See book No. 3, page 468.

DECEMBER 22, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Enos Randall, senior, claiming 350 arpens 85¼ perches of land. See book No. 3, page 468. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 235.

JANUARY 16, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Enos Randall, senior, claiming 640 acres of land situate in the county of Cape Girardeau. See record book B, page 320; minutes, book No. 3, page 468; No. 4, page 235.

STATE OF MISSOURI, *County of Cape Girardeau:*

William Williams states that he came to the district of Cape Girardeau, Upper Louisiana, in the year 1799, and has continued to reside in said district ever since; that he was well acquainted with Enos Randall, senior; the said Enos Randall lived, at that time, on Randall's creek, in said district, and had a large improvement, say from twenty to forty acres of land, cleared previous to the change of government. He had built on said improvement a dwelling-house, stables, cribs, &c., and had a large family, consisting of himself, his wife, and five or six children, four sons, and one or two daughters, prior to the 4th of March, 1804, at which time the said Randall cultivated said place.

WILLIAM WILLIAMS.

Sworn to and subscribed, October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 469.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Enos Randall, claiming 300 arpens of land. See book No. 6, page 469, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Enos Randall, or to his legal representatives, according to the concession, and list A, on which claimant is No. 149. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 52.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 219.—JOSEPH NISWANGER, JR., CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
219	Joseph Niswanger, jr.	Arps. 300	Concession, 30th January, 1803; list A, No. 103.	Carlos Dehault Delassus.	427⅓ acres, by James Boyd, deputy surveyor; signed B. Cousin, countersigned Antoine Soulard, surveyer general. On White Water.

Evidence, with reference to minutes and records.

FEBRUARY 20, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Joseph Niswanger, jr., claiming five hundred arpens of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 103, and a plat of survey, certified to be received for record February 27, 1806, by Antoine Soulard, surveyor general.

The following testimony was taken by Frederick Bates, commissioner in the above claim, at Cape Girardeau, May 31, 1808:

Frederick Limbaugh, sr., duly sworn, says that said land was first settled in 1804, for claimant, at which time a cabin was built and stables, five or six acres cleared and cultivated, and premises have been uninterruptedly inhabited and cultivated by or for claimant, to the present time; claimant has a wife and one child. Laid over for decision. See book No. 3, page 482.

DECEMBER 29, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Joseph Niswanger, jr., claiming five hundred arpens of land. See book No. 3, page 482. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 242.

JANUARY 17, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Niswanger, jr., by his legal representatives, claiming six hundred and forty acres of land situate on White Water, county of Cape Girardeau. See record book B, page 320; minutes, book No. 3, page 482; No. 4, page 242.

STATE OF MISSOURI, *County of Cape Girardeau:*

Martin Thomas states that he is well acquainted with Joseph Niswanger, jr., who was living in the district of Cape Girardeau, Upper Louisiana, when this affiant moved to said district in 1803; the said Niswanger was living at that time on Big White Water, in said district, and had something like twelve or fifteen acres in corn and other grains. He had a house, a stable, cribs, and other buildings; he was a married man previous to the change of government; he had peach trees growing on said land when this affiant settled in the country in 1803, on the place mentioned above, where the said Niswanger resided in 1803 and 1804, and still lives on said place.

his
MARTIN × THOMAS.
mark.

Sworn to, October 16, 1833, before

L. F. LINN, *Commissioner.*

Frederick Limbaugh states that he is well acquainted with the said Joseph Niswanger, jr.; that he has read the above statement of Martin Thomas, and knows the facts therein contained are true.

his
FREDERICK × LIMBAUGH.
mark.

Sworn to before

L. F. LINN, *Commissioner.*

See book No. 6, page 471.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Joseph Niswanger, jr., claiming 300 arpens of land. See book No. 6, page 471, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Joseph Niswanger, jr., or to his legal representatives, according to the concession, and list A, on which claimant is No. 103. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 53.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 220.—SAMUEL RANDALL, JR., CLAIMING 400 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
220	Sam'l Randall, jr.	Arps. 400	Concession, 30th January, 1803; list A, No. 135.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

NOVEMBER 1, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Samuel Randall, claiming 400 arpens of land situate in the district of Cape Girardeau, produces to the board list A, on which claimant is No. 135. It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 390; record book B, page 320.

JANUARY 17, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Samuel Randall, jr., claiming 640 acres of land situate on Randall's creek, county of Cape Girardeau. See book No. 5, page 390.

STATE OF MISSOURI, *County of Cape Girardeau:*

Abraham Randall, who is 50 years of age, states that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, in the year 1797; that he was well acquainted with Samuel Randall, jr., formerly of said district. This affiant knows of the said Samuel's improving a place on Randall's creek, in said district, in said year 1797, which place the said Samuel continued to cultivate and inhabit from the year 1797 up to his death, which took place in 1801. The said Samuel had something like thirty acres cleared and in cultivation at the time of his death, mentioned above; there were also a dwelling-house, stables, corn-crib, and an orchard, on said place at the time mentioned above. The said Samuel had, at the time of his death, a wife and two children, and also two negroes. The said land is situated about three miles southeast from the present town of Jackson, and is owned by one John Randall. This affiant has frequently heard the commandant, Don Louis Lorimier, remark and tell the settlers that he wanted them to live near each other, as it was a frontier country, and, if they settled, they should have additional grants elsewhere.

his
ABRAHAM × RANDALL.
mark.

Sworn to and subscribed, this 18th of October, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 472.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Samuel Randall, jr., claiming 400 arpens of land. See record book B, page 320 and following. See book No. 6, page 472, where this claim is entered for 640 acres.

The board are unanimously of opinion that 400 arpens of land ought to be confirmed to the said Samuel Randall, jr., or to his legal representatives, according to the concession, and list A, on which claimant is No. 135. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 53.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 221.—Frederick Bollinger, claiming 300 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
221	Frederick Bollinger.	Arps. 300	Concession, 30th January, 1803; list A, No. 101.	Carlos Dehault Delassus.	On White Water, Cape Girardeau.

Evidence, with reference to minutes and records.

November 1, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Frederick Bollinger, son of Philip, claiming 300 arpens of land situate in the district of Cape Girardeau, produces to the board list A, on which claimant is No. 101.

It is the opinion of the board that this claim ought not to be confirmed. See No. 5, page 389.

January 20, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Frederick Bollinger, claiming 640 acres of land situate on White Water, district of Cape Girardeau. See book No. 5, page 389.

Daywalt Bollinger, 51 years of age, being duly sworn, deposeth and saith that he came to the then district of Cape Girardeau, Upper Louisiana, a province of the King of Spain, now county of Cape Girardeau, State of Missouri, in the year 1799, where this deponent has ever since resided as an inhabitant and resident of the same; that at said time the said Frederick Bollinger came to said district as an emigrant, with this affiant; that at said time the said Frederick Bollinger, in the said year 1799, settled upon and actually inhabited a tract of land, by permission of the Spanish commandant, on White Water, in said district; and being so an inhabitant and settled upon said land, he, the said Frederick Bollinger, in the year 1800, began the improvement and cultivation of the same, by clearing ground, fencing fields, planting and growing corn and vegetables thereon; that said Frederick Bollinger, during the years 1800, 1801, 1802, and 1803, in each of said years, actually inhabited, settled upon, and cultivated said tract of land, raised corn and vegetables thereon, and remained on said tract of land as aforesaid, (having erected the necessary buildings thereon,) until the transfer of said country to the United States, and until the Spanish government had ceased to exercise any authority over the same; that the said Frederick Bollinger has continued to reside in said district from the time he first emigrated to it, as mentioned, until the present time.

DAYWALT BOLLINGER.

Signed and sworn to, October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 476.

October 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Frederick Bollinger, claiming 300 arpens of land. Record book B, page 320 and following. See book No. 6, page 476, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Frederick Bollinger, or to his legal representatives, according to the concession, and list A, on which claimant is No. 101. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 53.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 222.—David Bollinger, claiming 300 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
222	David Bollinger.	Arps. 300	Concession, 30th January, 1803; list A, No. 102.	Carlos Dehault Delassus.	On White Water, Cape Girardeau.

Evidence, with reference to minutes and records.

NOVEMBER 1, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

David Bollinger, son of Matthias, claiming 300 arpens of land situate in the district of Cape Girardeau, produces to the board list A, on which claimant is No. 102.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 389.

JANUARY 23, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

David Bollinger, claiming 640 acres of land situated on White Water, district of Cape Girardeau. See book No. 5, 389; book B, page 320.

STATE OF MISSOURI, *County of Cape Girardeau:*

This day personally appeared before me, L. F. Linn, one of the commissioners appointed, &c., Matthias Bollinger, of lawful age, who, being duly sworn according to law, deposeth and saith that he is well acquainted with David Bollinger; that he emigrated with this affiant and others from North Carolina to Upper Louisiana (now State of Missouri) in the year 1799; that, in the year of 1803, this affiant knows that the said David Bollinger obtained of Louis Lorimier, then commandant of the post and district of Cape Girardeau, a permission or grant to settle 300 arpens of land on White Water, in said district; that the said David Bollinger is a farmer; that he has made valuable improvements on his land; that he has lived in the same neighborhood ever since he came to the country in 1799. This affiant states that said David Bollinger commenced improving and cultivating in 1803, and has cultivated the same ever since.

MATTHIAS BOLLINGER.

Sworn to and subscribed, October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 481.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

David Bollinger, claiming 300 arpens of land. See book No. 6, page 481, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said David Bollinger, or to his legal representatives, according to the concession, and list A, on which claimant is No. 102. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 54.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 223.—MATTHIAS BOLLINGER, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
223	Matthias Bollinger.	Arps. 300	Concession, 30th January, 1803; list A, No. 160.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; signed B. Cousin, and countersigned A. Soulard, surveyor general.

Evidence, with reference to minutes and records.

MAY 1, 1809.

Board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

Matthias Bollinger, claiming 350 arpens 95 perches of land situate on White Water, in the district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 160; a plat of survey, signed B. Cousin, and certified to be received for record on the 27th February, 1806, by Antoine Soulard, surveyor general. Laid over for decision. See book No. 4, page 33.

FEBRUARY 19, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Matthias Bollinger, senior, claiming 350 arpens 95 perches of land. See book No. 4, page 33.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 280.

JANUARY 24, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Matthias Bollinger, claiming 640 acres of land situate in Cape Girardeau county. See record book B, page 320; minutes, book No. 4, pages 33 and 280.

STATE OF MISSOURI, *County of Girardeau:*

This day personally appeared before. L. F. Linn, one of the commissioners appointed, &c., Adam Stotler, a resident of Cape Girardeau county, of lawful age, who, being duly sworn, deposeth and saith that he is well acquainted with Matthias Bolinger, senior. This affiant emigrated in company with him from North Carolina to Upper Louisiana, (now State of Missouri,) in the year 1799; that the said Bollinger settled on the waters of White Water, in the district of Cape Girardeau, in said year. This affiant knows that in the year 1803 the said Matthias Bollinger obtained from Louis Lorimier, commandant of Cape Girardeau district or post, an additional permission of 300 arpens of land, so that his original permission to settle 500 arpens might be augmented to 800 arpens, his family consisting of himself, his wife and seven children. This affiant assisted to carry the chain in surveying the additional 300 arpens in 1803. This affiant knows that the said Bollinger has lived on the place he first settled when he came to the country, in 1799, and now lives on the same. Being a farmer, he has made valuable improvements in buildings and orchards. This affiant further states that, on the additional permission which the said Bollinger received, he has gone on improving the same, making a plantation, building a fine house, barn, and other necessary buildings, and growing a fine orchard; this affiant says he knows the said Bollinger commenced improving and cultivated the same in 1800 up to the present time.

ADAM STOTLER.

Sworn to and signed October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 482.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Matthias Bollinger, claiming 300 arpens of land. See book No. 6, page 482, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Matthias Bollinger, or to his legal representatives, according to the concession, and list A, on which claimant is No. 160. For concession, see Joseph Thompson, junior's, claim, decision No. 202. See book No. 7, page 54.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 224.—CONRAD STOTLER, CLAIMING 200 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
224	Conrad Stotler.	Arps. 200	Concession, 30th January, 1803; list A, No. 164.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; received for record 27th February, 1806, by Ant. Soulard, surveyor general.

Evidence, with reference to minutes and records.

FEBRUARY 20, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Conrad Stotler, claiming 233 arpens 96 perches of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 164, and a plat of survey, certified to be received for record February 27, 1806, by Antoine Soulard, surveyor general.

The following testimony in the above claim was taken by Frederick Bates, commissioner, at Cape Girardeau, May 31, 1808:

Joseph Niswanger, senior, affirmed, says there is no cultivation; two years ago a house was built, which still remains; no other improvement. Laid over for decision. See book No. 3, page 483.

DECEMBER 29, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Conrad Stotler, claiming 233 arpens 96 perches of land. (See book No. 3, page 483.) It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 242.

JANUARY 27, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Conrad Stotler, claiming 640 acres of land situate on White Water, county of Cape Girardeau. See record book B, page 320; minutes, book No. 3, page 483, and No. 4, page 242.

STATE OF MISSOURI, *County of Cape Girardeau:*

This day personally appeared before me, Lewis F Linn, one of the commissioners appointed under, &c., Matthias Bollinger and Adam Stotler, of Cape Girardeau county, of lawful age, who, after being duly

sworn according to law, depose and say that they were well acquainted with Conrad Stotler both in North Carolina and in Upper Louisiana, (now State of Missouri;) that he came, in company with these affiants and a number of others, to the district of Cape Girardeau in the year 1799, then under the Spanish government; that the said Conrad Stotler got a permission from Louis Lorimier, then commandant of the district of Cape Girardeau, to settle on 500 arpens of land, on White Water, in said district; that the said Stotler went on to improve the same by building dwelling-houses, barns, and other necessary buildings, and planted an orchard, which bears fine fruits, and continued to live on and cultivate the said land for 21 or 22 years; that, after the said Conrad had settled, improved, and lived on said land some time, the said Louis Lorimier, commandant, gave to the said Conrad an additional permission, in 1803, so as to make his original permission 700 arpens; which addition the said Conrad laid adjoining his 500 arpens tract, and had the same surveyed. These affiants further state that said Conrad Stotler commenced cultivating the first 500 arpens tract in 1800.

MATTHIAS BOLLINGER.
ADAM STOTLER.

Signed and sworn to October 16, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 484.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Conrad Stotler, claiming 200 arpens of land. See book No. 6, page 484, where this claim is entered for 640 acres.

The board are unanimously of opinion that 200 arpens of land ought to be confirmed to the said Conrad Stotler, or to his legal representatives, according to the concession, and list A, on which claimant is No. 164. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 54.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 225.—VALENTINE LORR, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
225	Valentine Lorr..	Arps. 300	Concession, 30th January, 1803; list A, No. 110.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; received for record 27th February, 1806, by A. Soulard, surveyor general.

Evidence, with reference to minutes and records.

FEBRUARY 20, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Valentine Lorr, claiming 350 arpens 95 perches of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 110; and a plat of survey, certified to be received for record 27th February, 1806, by Antoine Soulard, surveyor general.

The following testimony in the above claim was taken by Frederick Bates, commissioner, at Cape Girardeau, May 31, 1808:

Joseph Niswanger, senior, affirmed, says claimant, in the year 1804, made preparation for building, but never established his cabins. No enclosure; no cultivation. Laid over for decision. See No. 3, page 484.

DECEMBER 29, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Valentine Lorr, claiming 350 arpens 95 perches of land. See book No. 3, page 484.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 242.

JANUARY 28, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Valentine Lorr, claiming 640 acres of land situate in the district of Cape Girardeau. See record book B, page 320; minutes, book No. 3, page 484, and No. 4, page 242.

STATE OF MISSOURI, *County of Cape Girardeau:*

Personally appeared before L. F. Linn, one of the commissioners appointed, &c., Joseph Niswanger, of lawful age, who, being sworn, deposeth and saith that he was well acquainted with Valentine Lorr; that said Lorr emigrated to this country with this deponent, in the year 1799, and from that time till 1803 he had been, without interruption, honestly employed in the cultivation of the earth; that, in 1803, he received a grant for 300 arpens, from Louis Lorimier, then Spanish commandant of the post of Cape

Girardeau; that said Lorr made some improvements on said land, and had the same surveyed, and that the same has been cultivated and improved ever since; that said Lorr was a single man, and had no trade or profession.

his
JOSEPH × NISWANGER.
mark.

Signed and sworn to, October 17, 1833.

L. F. LINN, *Commissioner.*

Joseph Baker, of lawful age, being duly sworn, deposeth and saith that he emigrated to this country in the year 1800; that he was acquainted with the above-named Valentine Lorr; that he knew he was a farmer, and generally raised a crop of grain every year; that he purchased corn from him in the year 1800, and was present when he obtained the permission to settle on 300 arpens, from the commandant at Cape Girardeau, in the year 1803.

Question by commissioner. Did he raise corn or any other production on this tract?

Answer. Cannot say; do not know.

JOSEPH BAKER.

Sworn to and subscribed, October 15, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 486.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Valentine Lorr, claiming 300 arpens of land. See book No. 6, page 486, where this claim is entered for 640 acres. The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Valentine Lorr, or to his legal representatives, according to the concession, and list A, on which claimant is No. 110. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 55.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 226.—BENJAMIN HELDERBRAND, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
226	Benjamin Helderbrand.	Arps. 300	Concession, 30th January, 1803; list A, No. 111.	Carlos Dehault Delassus.	James Boyd, deputy surveyor; received for record by A. Soulard, surveyor general, 27th February, 1806; on the waters of White Water, Cape Girardeau.

Evidence, with reference to minutes and records.

FEBRUARY 3, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Benjamin Helderbrand, claiming 300 arpens of land situate on White Water, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 111, for 300 arpens; a plat of survey, signed B. Cousin, and certified to be received for record the 27th February, 1806, by Antoine Soulard, surveyor general.

The following testimony in the foregoing claim was taken, by authority from the board, at Cape Girardeau, June 2, 1808, by Frederick Bates, commissioner:

Frederick Spinher, duly sworn, says that claimant settled in 1805, built a cabin, and cleared about four acres, and still inhabits and cultivates.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 269.

DECEMBER 19, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Benjamin Helderbrand, claiming 640 acres of land situate on the waters of White Water, Cape Girardeau. See record book B, page 320; minutes No. 4, page 269.

STATE OF MISSOURI, *County of Madison:*

Peter Ground, aged about seventy-three years, being duly sworn as the law directs, deposeth and saith that he has been in this country about thirty-three years; that he is well acquainted with Benjamin Helderbrand, the original claimant; that he came to this country, then the province of Upper Louisiana, in the fall of 1803; that the claimant had a wife, and settled on the land claimed in the spring of 1804; that he built a house; this witness helped to hew the logs and put up the house, and then claimant went on to clear land and make fences, say some four or five acres, and put in and raised a crop of corn thereon.

This witness says he was present and marked the trees when the land was surveyed in 1806, by one Boyd, the deputy surveyor, and that the said tract of land has been actually inhabited and cultivated ever since.

his
PETER X GROUND.
mark.

Sworn to and subscribed before me, this 31st May, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 402.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Benjamin Helderbrand, claiming 300 arpens of land. See book No. 6, page 402, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Benjamin Helderbrand, or to his legal representatives, according to the concession, and list A, on which claimant is No. 111. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 6, page 55.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 227.—DAVID GREEN, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
227	David Green....	Arps. 300	Concession, 30th January, 1803; list A, No. 81.	Carlos Dehault Delassus.	Barth. Cousin, deputy surveyor; 28th November, 1805. Countersigned by Soulard, surveyor general. On Byrd's creek, Cape Girardeau.

Evidence, with reference to minutes and records.

APRIL 21, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

David Green, claiming 347 arpens 53½ perches of land, situate on Byrd's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 81, for 300 arpens; a plat of survey, dated 28th November, 1805, signed B. Cousin, and countersigned A. Soulard, surveyor general. Laid over for decision, book No. 4, page 15.

JANUARY 24, 1810.

Board met. Present: John B. C. Lucas and Clement B. Penrose, commissioners.

David Green, claiming 347 arpens 53½ perches of land. See book No. 4, page 15. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 264.

DECEMBER 20, 1833.

F. R. Conway Esq., appeared pursuant to adjournment.

David Green, claiming 347 arpens, 53½ perches of land, situate on Byrd's creek, Cape Girardeau. See book B, page 320. Minutes, book No. 4, pages 15 and 264. Produces a paper purporting to be a plat and a survey of the said land, dated 28th November, 1805, signed B. Cousin, and countersigned Antoine Soulard, surveyor general.

APRIL 18, 1833.

STATE OF MISSOURI, *Cape Girardeau County:*

Personally appeared before me, L. F. Linn, commissioner, Robert Green, who, being duly sworn according to law, deposeth and saith, that some time early in the year 1802, he was at Louis Lorimier's, former commandant at the post of Cape Girardeau, (Upper Louisiana,) who introduced a conversation with this deponent, by stating that David Green, son of the deponent, had applied to him, some time previous, for a grant of land, or permission to settle on public land; that he, Lorimier, intended the said David should have a certain tract or piece of land that joined this deponent on the north. David Green was anxious to go and improve the same; but, as deponent had settled on a new place, and stood in need of his son's assistance to open a farm on his own land, he told his son David, if he would first assist this deponent to open and improve his farm, he would then assist his son David to improve his tract. David expressed some fears if he did not immediately improve his tract it might be taken from him. Some time after, this deponent saw Lorimier, the above named commandant, and held a conversation with him on the subject, who assured the deponent that, as David Green was settled permanently in the country, it was not necessary for him to improve the land immediately, but at some subsequent time; that his grant

should not be taken from him on that account. Some time after this, Bartholomew Cousin, the surveyor, came to this deponent's house, and informed his son, David Green, that the commandant had ordered him to survey his claim of land, which he did, and was paid by said David for the same. The tract of land claimed by said David has been inhabited and cultivated twenty-three or twenty-four years ago, and is now inhabited and cultivated as the property of said David. This deponent states that he will be seventy-eight years of age in September next, to the best of his knowledge and belief.

ROBERT GREEN.

Sworn to and subscribed, day and date above written.

L. F. LINN, *Commissioner.*

See book No. 6, page 403.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

David Green, claiming 300 arpens of land. See book No. 6, page 403, where this claim is entered for 347 acres 53½.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said David Green, or to his legal representatives, according to the concession, and list A, on which claimant is No. 81. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 55.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 228.—GEORGE HENDERSON, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
228	Geo. Henderson.	Arps. 300	Concession, 30th January, 1803; list A, No. 82.	Carlos Dehault Delassus.	Edward F. Bond, deputy surveyor; 300 acres; February 5th, 1806; countersigned A. Soulard, surveyor general, 28th February, 1806.

Evidence, with reference to minutes and records.

JUNE 6, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

George Henderson, claiming 300 arpens of land situated at the big bend of the Mississipi, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which claimant is No. 82; and also a certificate of permission to settle, from Louis Lorimier, commandant of Cape Girardeau district, dated 7th June, 1808, sworn to before Robert Green; a plat of survey, dated 5th February, 1806, signed Edward F. Bond, and countersigned Antoine Soulard, surveyor general, 28th February, 1806. Laid over for decision. See book No. 4, page 82.

MARCH, 22, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

George Henderson, claiming 300 arpens of land. See book No. 4, page 82. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 304.

FEBRUARY 1, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

George Henderson, claiming 300 arpens of land situated in Cape Girardeau county, (see record book B, page 320; minutes, book No. 4, pages 82 and 304,) produces a copy of an affidavit of Louis Lorimier, certified by the clerk of Cape Girardeau circuit court, proving that said Henderson has served in the military expedition to New Madrid in December, 1802.

Isaac Williams, aged about 53 years, and Moses Byrd, aged about 52 years, being duly sworn, depose and say that they first became acquainted with the said George Henderson in the then district of Cape Girardeau, Upper Louisiana, now county of Cape Girardeau, State of Missouri, as early as the year 1800; that he, said Henderson, was then an inhabitant of said district, and a subject of the King of Spain, and has continued to reside in said district ever since; that in the year 1802 the Indians commenced hostilities on the inhabitants of New Madrid, in said province, now Missouri, and killed some; and for the purpose of repelling said Indians, the commandant of said district issued an order in December of the year 1802, calling upon the militia of said district of Cape Girardeau to turn out and march to said district of New Madrid to repel the Indian attack aforesaid; that, amongst others, by the orders of said commandant of the district of Cape Girardeau, the said Henderson, as one amongst the troops, was called out, and about the middle of December, A. D. 1802, marched to the said district of New Madrid on said expedition, and was by said Spanish authority kept in said service until some time in the month of January, A. D. 1803, having been absent on said expedition in continuation six weeks; that the said commandant, Louis Lorimier, said Spanish authority, promised to pay said troops in grants for

land, as a reward for said services; that each of the said men employed in said service received grants of land for the same, which has never been confirmed.

his
ISAAC × WILLIAMS.
mark.
MOSES BYRD.

Signed and sworn to, October 17, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 495.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

George Henderson, claiming 300 arpens of land. See book No. 6, page 495.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said George Henderson, or to his legal representatives, according to the concession, and list A, on which claimant is No. 82. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 56.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 229.—ALEXANDER ANDREWS, CLAIMING 300 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
229	Alexander Andrews.	Arps. 300	Concession, 30th January, 1803; list A, No. 13.	Carlos Dehault Delassus.	B. Cousin, deputy surveyor; 9th December, 1805. Countersigned, Antoine Soulard, surveyor general.

Evidence, with reference to minutes and records.

AUGUST 18, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esq.

John McCarty, assignee of William Murphy, claiming, as aforesaid, (under the second section of the act,) 440 arpens of land situate as aforesaid, (district of Cape Girardeau,) produces a survey of the same, dated the 9th December, 1805; a deed of transfer from one Alexander Andrews, jr., to said William Murphy, dated the 1st August, 1802, and another deed of transfer from said William Murphy to claimant, dated the 11th February, 1806.

Francis Murphy, being duly sworn, says that the said tract of land was settled in the year 1802, and was also prior to, and on the 20th day of December, 1803, actually inhabited and cultivated by one Alexander Andrews, sr., as tenant to the said William Murphy. The board reject this claim for want of actual inhabitation by the said William Murphy, and also of a permission to settle. See book No. 1, page 466.

MAY 15, 1809.

The board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

John McCarty, assignee of William Murphy, assignee of Alexander Andrews, jr., claiming 440 arpens 80 perches of land situate on waters of Byrd's creek, district of Cape Girardeau, produces to the board, as a special permission to settle, list A, on which Alexander Andrews, jr., is No. 13, for 300 arpens; a plat of survey, dated 9th December, 1805, signed B. Cousin, countersigned Antoine Soulard, surveyor general. Laid over for decision. See book No. 4, page 54.

MARCH 2, 1810.

The board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John McCarty, assignee of William Murphy, assignee of Alexander Andrews, jr., claiming 440 arpens 80 perches of land. See book No. 1, page 466; book No. 4, page 54. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 287.

JANUARY 20, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Alexander Andrews, by his legal representative, Jonathan Buio, claiming 640 acres of land situate on Byrd's creek, county of Cape Girardeau. See record book B, page 320; minutes, No. 1, page 466; No. 4, pages 54 and 287.

STATE OF MISSOURI, *County of Cape Girardeau:*

Philip Young states that he moved to and settled in the district of Cape Girardeau, Upper Louisiana, in the year 1801; that in the same year he became acquainted with one Alexander Andrews, who then resided on an improvement situated on the waters of Byrd's creek, in the now county of Cape Girardeau, State of Missouri; the said improvement was small; the precise quantity he cannot state. The said An-

drews had it in cultivation, in corn, at the time mentioned above; he also had a dwelling-house. The said Andrews had a family consisting of a wife.

PHILIP YOUNG.

Sworn to and subscribed, October 17, 1833, before me.

L. F. LINN, *Commissioner.*

Also came Moses Byrd, a witness aged about 52 years, who, being duly sworn, deposeth and saith that he was personally acquainted with Alexander Andrews, the original claimant, and he also knows that there was another Alexander Andrews in the same neighborhood, and a citizen of the country at the same time.

MOSES BYRD.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

Also came Alexander Summers, a witness aged about 53 years, who deposeth and saith that he was well acquainted with the original claimant, and he also knows that there were two men in the same neighborhood at the same time, both of the name of Alexander Andrews.

ALEXANDER SUMMERS.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Alexander Andrews, claiming 300 arpens of land. See book No. 6, page 475, where this claim is entered for 640 acres.

The board are unanimously of opinion that 300 arpens of land ought to be confirmed to the said Alexander Andrews, or to his legal representatives, according to the concession, and list A, on which claimant is No. 13. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 56.

JAMES H. RELFE.
JAMES S. MAYFIELD.
F. R. CONWAY.

No. 230.—SOLOMON THORN, CLAIMING 600 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
230	Solomon Thorn.	Arps. 600	Concession, 30th January, 1803; list A, No. 126.	Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

DECEMBER 10, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Solomon Thorn, claiming 700 acres of land situate in the district of New Madrid, produces notice to the recorder.

It is the opinion of the board that this claim ought not to be granted. See book No. 5, page 508.

FEBRUARY 1, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Solomon Thorn, by his legal representatives, claiming 600 arpens of land situate in Cape Girardeau county. See record book B, page 320; minutes, book No. 5, page 508.

STATE OF MISSOURI, *County of Cape Girardeau:*

This day personally appeared before me, Lewis F. Linn, one of the commissioners, &c., Robert Giboney, of lawful age, who, being sworn according to law, deposeth and saith that he emigrated to the district of Cape Girardeau, then under the Spanish government, in A. D. 1797. This affiant recollects that, in 1798 or 1799, Solomon Thorn emigrated and settled at Cape Girardeau; that the said Thorn made a settlement and improvement, built a dwelling-house, raised a shop for a gunsmith shop, (as said Thorn was a gunsmith by trade.) This affiant knows that Louis Lorimier, commandant of the post of Cape Girardeau, frequently gave orders to the Indians to go to Thorn, in order to get work done in and about their guns, &c. This affiant knows that said Thorn resided, from the time of his first settlement until his death, about Cape Girardeau, and that he died in A. D. 1820, 1821, or 1822, as near as this affiant can now recollect.

ROBERT GIBONEY.

Signed and sworn to, October 15, 1833.

L. F. LINN, *Commissioner.*

Also appeared William Williams, of lawful age, who, being duly sworn according to law, deposeth and saith that he moved to Cape Girardeau in A. D. 1799, he thinks a little before Christmas; that, when he landed, he found Solomon Thorn living there; that he was a gunsmith; that he frequently worked for the Indians who were then living on Apple creek, in the district of Cape Girardeau. This affiant knows that the said Thorn continued to live in the district of Cape Girardeau for a great many years, but when he died this affiant does not recollect.

WILLIAM WILLIAMS.

Sworn to and subscribed, October 15, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 494.

OCTOBER 23, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Solomon Thorn, claiming 600 arpens of land. See record book B, page 320 and following; book No. 6, page 494.

The board are unanimously of opinion that 600 arpens of land ought to be confirmed to the said Solomon Thorn; or to his legal representatives, according to the concession, and list A, on which claimant is No. 126. For concession, see Joseph Thompson, jr.'s, claim, decision No. 202. See book No. 7, page 56.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 231.—ELIJAH FORD, CLAIMING 200 ARPENS.

List of petitions asking for concessions of land, granted by Don Henry Peyroux, commandant of New Madrid, to the inhabitants hereafter named, &c.

No. 199.—Elijah Ford, 200 arpens in Tawapity, adjoining John Banister.

I, the undersigned, Henry Peyroux, captain in the army, and ex-commandant of New Madrid, acknowledge to have in my possession, for the purpose of taking down with me to New Orleans, immediately, one hundred and thirty-five petitions for land, granted by me, during my command, to the several inhabitants named in the foregoing list, &c., and also to bring back the one hundred and eighty-six petitions (decreed upon) mentioned in the caption of this list.

HENRY PEYROUX.

NEW MADRID, *March* 21, 1804.

To the intendant general:

Elijah Ford, an American, and inhabitant of this post of New Madrid, with the greatest respect to your lordship, represents, that wishing to settle himself in said post, he supplicates your lordship to condescend to grant him 200 arpens of land in the place called Tawapity, at the distance of about 12 leagues from this town of New Madrid, bounded on its principal front by a cypress swamp; on one side by the land of John Banister, and on the other sides by vacant lands; which favor he hopes to deserve of your great benevolence and known justice.

NEW MADRID, *June* 16, 1801.

At the request of the petitioner, he not knowing how to write.

RICHARD GREEN.

The petitioner having all the qualifications required by the instructions, I do believe him worthy to obtain the favor he solicits. Your lordship will do what you think fit.

NEW MADRID, *June* 16, 1801.

Truly translated from book B, page 409.

ST. LOUIS, *October* 28, 1834. JULIUS DE MUN, *T. B. C.*

SURVEY.

By order of Captain Henry Peyroux, to survey for Elijah Ford 200 arpens of land in the settlement of Tawapity, bearing date the 22d of May, 1801, which is surveyed as follows, viz: Beginning at A, two post oaks, the southwestwardly boundary of John Banister's land; thence south 25 east 8⅓ arpens, to B, two post oaks; thence, north 65 east 24 arpens, to C, an ash and white oak in the bottom; thence, north 25 west 8⅓, to D, a plum tree, hoop ash, and box elder, the southeastwardly boundary of the aforesaid Banister's land; thence with said Banister's land south 65 west 24 arpens, to A, the beginning, containing 200 arpens.

A true copy. JOSH. STORY, *D. S.*

Truly copied from record book B, page 409.

ST. LOUIS, *October* 28, 1834. JULIUS DE MUN, *T. B. C.*

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
231	Elijah Ford....	Arps. 200	Settlement right.	.....	Joseph Story, deputy surveyor; Tawapity; for 200 arpens.

Evidence, with reference to minutes and records.

NOVEMBER 19, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Elijah Ford, claiming 200 arpens of land situate as aforesaid (district of New Madrid,) produces to the board record of an order of survey from Henry Peyroux, commandant, dated 22d May, 1801.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 425.

JANUARY 10, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Elijah Ford, by his legal representative, William Hacker, claiming 640 acres of land situated in the late district of New Madrid. See record book B, page 409; minutes, No. 5, page 425.

STATE OF MISSOURI, *County of Cape Girardeau:*

James Ramsay, junior, knew the said Ford in the district of New Madrid, some time about the year 1800, where he then lived. The said Hacker purchased the improvement of the said Ford, lived on it, and cultivated it in the year 1802; this affiant knows that the said Hacker inhabited and cultivated the said land for a number of years, from 1802 up to 1804 or 1805; this settlement was in the neighborhood of Matthews' farm, in the district of New Madrid; there was a house built, a well dug, and stables raised, in Spanish times; the said Hacker raised corn, cotton, &c., on said land before the change of government.

his
JAMES + RAMSAY, Jr.
mark.

Sworn to and subscribed, June 11, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 454.

OCTOBER 25, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Elijah Ford, claiming 200 arpens of land. See record book B, page 409; book No. 6, page 454, where this claim is entered for 640 acres.

The board are unanimously of opinion that 200 arpens of land ought to be granted to the said Elijah Ford, or to his legal representatives. See book No. 7, page 57.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 232.—POLLY BOYD, CLAIMING 200 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
232	Polly Boyd....	Arps. 200	Settlement right.		

Evidence, with reference to minutes and records.

MAY 22, 1808.

Board met. Present: Clement B. Penrose and Frederick Bates, commissioners.

Aquilla Wathen, assignee of Polly Boyd, claiming 200 arpens of land situate on Caney creek, district of Cape Girardeau, produces to the board an affidavit of permission to settle in favor of Polly Boyd, dated 6th June, 1808.

The following testimony in the foregoing claim was taken at Cape Girardeau, June 4, 1808, by Frederick Bates, commissioner:

James Boyd, duly sworn, says that, in 1803, before and after the 20th of December, Polly Boyd lived on the premises, and in the following year, witness (her father) cultivated flax on the premises for her use. Laid over for decision. See book No. 4, page 64.

MAY 25, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Aquilla Wathen, assignee of Polly Boyd, claiming 200 arpens of land.

The following testimony in the foregoing claim was taken at Cape Girardeau, June 7, 1808, by Frederick Bates, commissioner:

James Boyd, duly sworn, says, in the spring of 1802, witness helped to raise a cabin on that place, and also assisted in clearing about 1½ acres of ground, and in breaking it up and planting it. In the year 1803, old Mr. Andrews raised corn on the premises, by permission of witness, as Polly Boyd's father. In 1804, witness put part of it in flax, pulled and put the flax in the cabin which he had built in 1802, which, or a part of it, continued in said cabin until the present spring.

John Boyd, duly sworn, says that he knows but very little more than what the foregoing witness has stated.

Robert Green, sworn, says that claimant employed witness' son, and paid him $20 for raising a cabin on the premises in 1807. Laid over for decision. See book No. 4, page 75.

MARCH 2, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Aquilla Wathen, assignee of Polly Boyd, claiming 200 arpens of land. See book No. 4, pages 64 and 75. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 287.

JANUARY 17, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Polly Boyd, by her legal representatives, claiming 640 acres of land situate on Cane creek. See record book E, page 32; minutes, book No. 4, pages 64, 75, and 287.

STATE OF MISSOURI, *County of Cape Girardeau:*

Alexander Summers states that he is well acquainted with Polly Boyd, and has known her for a long time. He recollects passing her improvement on Cane creek, a branch of Byrd's creek, in the year 1802; there was, at that time, a cabin on said place, and about two or three acres cleared and in cultivation; that is to say, in 1802, at which time the said Polly lived on said place. Said place was situated on the water-course mentioned above, in the district of Cape Girardeau, Upper Louisiana, now county of Cape Girardeau, State of Missouri. The said Polly Boyd has lived in said district ever since, though this affiant cannot state that she has always lived on said place.

ALEXANDER SUMMERS.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

See No. 6, p. 470.

OCTOBER 25, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Polly Boyd, claiming 200 arpens of land. See book No. 6, page 470, where this claim is entered for 640 acres.

The board are unanimously of opinion that 200 arpens of land ought to be granted to the said Polly Boyd, or to her legal representatives. See book No. 7, page 57.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 233.—ALEXANDER ANDREWS, CLAIMING 240 ARPENS.

To Don Louis Lorimier, commandant of the post of Cape Girardeau:

Alexander Andrews, inhabitant of the State of Kentucky, wishing to settle himself on this side of the Mississippi, has the honor to pray you to grant him a tract of land of 240 arpens, on the river Zenon, near and adjoining Mr. Habbell, at the distance of about nine miles W. S. W. of Cape Girardeau, which land he obliges himself to establish and improve in the time prescribed by the law. Favor which he expects of your justice.

A. ANDREWS.

CAPE GIRARDEAU, *September* 13, 1797.

CAPE GIRARDEAU, *September* 18, 1797.

Be it forwarded to the lieutenant governor, together with the information that the land demanded belongs to the domain of his Majesty, and that the conceding of the same is not prejudicial to any person. In consideration of which, I have provisionally permitted the petitioner to settle on said land, until you may be pleased to order that he be put in possession by the King's surveyor.

L. LORIMIER.

ST. LOUIS OF ILLINOIS, *January* 5, 1798.

Being convinced (by the information of the commandant of Cape Girardeau, Don Louis Lorimier,) that the land solicited is vacant, and is not prejudicial to the adjoining neighbors, the surveyor, Don Antonio Soulard, shall put the interested in possession of the same; after which he shall make out a plat and certificate of his survey, in order to serve to solicit the concession from the governor general, who is hereby informed that the petitioner deserves the favor which he solicits.

ZENON TRUDEAU.

UPPER LOUISIANA, *Cape Girardeau, District of St. Louis of Illinois.*

Don Antonio Soulard, captain of militia, surveyor of the settlements of Upper Louisiana, and adjutant major, interim, of this town of St. Louis of Illinois.

I do certify that on the 30th day of March, 1802, a tract of land, of 240 arpens in superficie, was measured, the lines run and bounded, in favor and in presence of Alexander Andrews, and adjoining neighbors, and measured with the perch of the city of Paris, of 18 French feet in length, measure which is adopted in this province. The said land is situated in the settlement of Cape Girardeau, at the distance of about 12½ miles from said village, and bounded on the north and west sides by vacant lands of the royal domain; on the east by the land of Steven Byrd, and south by that of James Boyd; all which is more amply demonstrated in the foregoing plat, on which are noted the dimensions, courses of

the lines, other boundaries, &c. Said survey was executed by virtue of the decree of the lieutenant governor, Don Zenon Trudeau, dated January 5, 1798.

In testimony whereof, I do give the present (certificate,) with the preceding figurative plat, drawn conformably to the survey executed by the deputy surveyor, Don Bartholomew Cousin, to which I certify, the 2d of May, 1803.

ANTONIO SOULARD. *S. G.*

Truly translated from record book B, page 101.

JULIUS DE MUN, *T. B. C.*

St. Louis, *October* 27, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
233	Alexander Andrews.	Arps. 240	Concession, 5th January, 1798.	Zenon Trudeau.	B. Cousin, deputy surveyor; 30th May, 1802; certified by Soulard, 2d May, 1803; Cape Girardeau.

Evidence, with reference to minutes and records.

March 4, 1809.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Edward F. Bond, assignee of John Hays, assignee of John Magee, assignee of Alexander Andrews, claiming 240 arpens of land situate on Cane creek, fork of Byrd's creek, district of Cape Girardeau, produces to the board a concession from Zenon Trudeau, lieutenant governor, to Alexander Andrews, dated 5th January, 1798; a plat of survey, dated 30th March, 1802, and certified 2d May, 1803; a deed of conveyance from Alexander Andrews to John Magee, dated 9th March; a deed of conveyance from Michael Quin to John Hays, dated 5th October, 1804; and a deed of conveyance from John Hays to claimant, dated 21st October, 1805.

The following testimony in the above claim was taken by Frederick Bates, commissioner, at Cape Girardeau, as aforesaid, May 31, 1808:

John Byrd, Esq., being duly sworn, says that John Magee cultivated said land in 1803, at which time he also inhabited the same; believes the premises have been generally inhabited, and knows perfectly that a crop has been cultivated every year to the present day. Laid over for decision. See book No. 3, page 506.

January 16, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Edward F. Bond, assignee of John Hays, assignee of John Magee, assignee of Alexander Andrews, claiming 240 arpens of land. See book No. 3, page 506. It is the opinion of the board that this claim ought not to be confirmed. See book No. 4, page 255.

January 18, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Alexander Andrews, by his legal representative, John Hays, claiming 640 acres of land situate in the county of Cape Girardeau. See minutes, book No. 3, page 506; No. 4, page 255.

State of Missouri, *County of Cape Girardeau:*

Moses Byrd, aged about 52 years, being duly sworn, deposeth and saith that he, the witness, came to this country, then the province of Upper Louisiana, in the year 1799, where he has remained ever since; witness was well acquainted with the original claimant, and witness also knows the land claimed; and, further, this witness says that the claimant settled on the land in the year 1802, built a cabin thereon, and cleared and fenced in some three or four acres of land, and raised corn thereon; and witness believes it was inhabited and cultivated for several years afterwards in succession, and the said tract of land has been inhabited and cultivated ever since.

MOSES BYRD.

Sworn to and subscribed, this 15th October, 1833.

L. F. LINN, *Commissioner.*

And also came George Henderson, a witness, aged nearly 49 years, who being duly sworn as the law directs, deposeth and saith that, in 1802, to the best of his recollection, he saw an improvement of several acres on the land claimed, which was said to be the improvement of Alexander Andrews; and witness believes there was also a cabin on the land, but whether then tenanted or not he cannot say, but believes there was.

GEODGE HENDERSON.

Sworn and subscribed, October 17, 1833.

L. F. LINN, *Commissioner.*

Also came David Green, a witness, aged about 50 years, who, being duly sworn as the law directs, deposeth and saith that he was personally acquainted with the original claimant, Alexander Andrews; witness also knows the land claimed, and that the said Andrews was settled and living on the same in the year 1802; claimant had a cabin or a house thereon, lived on the same, had a garden in cultivation, and also had several acres under fence, and had a part, if not all, in cultivation.

D. GREEN.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

Moses Byrd, being further sworn, deposeth and saith that he knew another man, in the same neighborhood with this claimant, called Alexander Andrews, who was also a citizen of the country at the same time.

MOSES BYRD.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

And also came Alexander Summers, a witness, aged about 53 years, who deposeth and saith that he was well acquainted with the original claimant; and he also knows that there were two men in the same neighborhood at the same time, both of the name of Alexander Andrews.

ALEX. SUMMERS.

Sworn to and subscribed, October 18, 1833.

L. F. LINN, *Commissioner.*

See book No. 6, page 473.

OCTOBER 28, 1834.

The board met pursuant to adjournment. Present: F R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Alexander Andrews, claiming 240 arpens of land. See book No. 6, page 473, where this claim is entered for 640 acres.

The board are unanimously of opinion that 240 arpens of land ought to be confirmed to the said Alexander Andrews, or to his legal representatives, according to the concession. See book No. 7, page 58.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 234.—JAMES ROGERS, SR., CLAIMING 766 ARPENS OF LAND.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
234	James Rogers, sr.	Arps. 766	Settlement right.	.....	William Russell, deputy surveyor; 29th January, 1806; certified February 24, 1806, by Antoine Soulard, surveyor general, on the Negro fork of Maramec.

Evidence, with reference to minutes and records.

DECEMBER 6, 1811.

Board met. Present: John B. C. Lucas, Clement B Penrose, and Frederick Bates, commissioners.

James Rogers, claiming 766 arpens of land, situate on Negro fork of Maramec, district of St. Louis, produces record of a plat of survey, dated 29th January, and certified 24th February, 1806.

It is the opinion of the board that this claim ought not to be granted. See book No. 5, page 485.

MARCH 18, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

James Rogers, by his legal representatives, claiming 766 arpens of land situate on Negro fork of Maramec. See record book B., page 345; minutes, No. 5, page 485.

John Stewart, being duly sworn, says that he is in the 73d year of his age; that he first saw claimant in this country in the year 1801; that, in 1803, he saw James Rogers settled on the land claimed; he had then a comfortable house to live in, a kitchen, and a corn crib, a corn field of at least nine acres, and about an acre fenced in near the house, in which was his garden and a cotton patch; that, by the looks of the place, it appeared to have been cultivated the year before; that said Rogers continued to inhabit and cultivate the same until his death, which happened in 1805 or 1806, he cannot say exactly when; that said Rogers had a wife and nine children; that said tract of land is situated at about two or three miles above Wideman' mill, or Big river. Witness says that he never knew anybody laying claim to said land; that James Rogers was the first who settled the same. Witness further says that claimant had his house and garden on the rise of the hill, and his corn field in the river bottom. See book No. 6, page 509.

JULY 5, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of James Rogers, sr., claiming 766 arpens of land. See book No. 6, page 509.

Samuel Harrington, duly sworn, says that he is about 48 years of age; that said James Rogers, sr., came to this country in the month of May, in the year 1801, or 1802, witness is not certain, in company with five or six families, which, after they had come over to this side, rested a few weeks, and went to settle on Big river; that said Rogers, witness heard, had made an improvement on which he staid during

the winter, and, on account of Indian depredations, went over to Illinois, where he passed the summer, but returned in the same year to his improvement; that witness saw said improvement in 1804, in the month of July; there were then a couple of cabins, five or six acres fenced in, and corn, pumpkins, &c., growing on the same, and that the place, by all appearances, seemed to have been under cultivation two years and upwards. Witness further says that said Rogers had there with him a wife and eight children; that said Rogers lived on said improvement until his death, which happened about the year 1806, and was buried on said place, which has never since been cultivated, the widow having married again, and gone to her husband's plantation. See book No. 6, page 541.

OCTOBER 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

James Rogers, sr., claiming 766 arpens of land. See book No. 6, page 509.

The board are unanimously of opinion that 640 acres of land ought to be granted to the said James Rogers, senior, or to his legal representatives. See book No. 7, page 59.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 235.—JOHN BOLI, CLAIMING 260 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
235	John Boli.....	Arps. 260	Settlement right.	.....	James Rankin, deputy surveyor; 27th February, 1806; received for record same day by A. Soulard, surveyor general; on the Maramec.

Evidence, with reference to minutes and records.

JULY 17, 1806.

The board met agreeably to adjournment. Present: John B. C. Lucas and Clement B. Penrose, Esqrs.

The same (John Boli) claiming under the 2d section of the act, 260 arpens of land situate on the waters of the Maramec, produces a survey of the same, dated and certified the 27th December, (February,) 1806.

Jacques Clamorgan, being duly sworn, says that claimant applied to Zenon Trudeau for permission to settle and establish the said tract of land; that the same was granted to him provisionally, to wit, that said settlement should not prejudice the witness who had an establishment adjoining the said tract; that about eight or ten years ago, he saw a cabin on said tract; that claimant had then a garden on the same; that claimant has made sugar on the same every year; and, further, that the Indians, who at that time were very troublesome, did, at several times, drive the inhabitants of that settlement away from their homes, and destroy their improvements. The board reject this claim. See book No. 1, page 410.

SEPTEMBER 6, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John Boli, claiming 260 arpens of land. See book No. 1, page 410. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 487.

MARCH 10, 1834.

F. R. Conway, Esq. appeared pursuant to adjournment.

John Boli, claiming 260 arpens of land situate on the waters of the Maramec. See record book C, page 190; minutes, No. 1, page 410; No. 4, page 487.

Pierre Delor, being duly sworn, says that he is past sixty-four years of age; that he well knows the land claimed; that, since about thirty-eight or forty years, he knows said land to be owned, inhabited, and cultivated by or through said John Boli; that, about thirty-eight years ago, he saw several cabins built and corn growing; and at that time he, witness, very often went on said place to procure sugar; that, since the time above mentioned, the said land has been so inhabited and cultivated by said Boli, or through him, to the present day; that he cannot say exactly how many arpens were then in cultivation; that Boli had several tenants on said land; one might have about 6 arpens, another about 10, and a third may be 15 arpens, more or less.

Jean Baptiste Maurice Chatillon, being duly sworn, says that he is ninety-two years of age; that he well knows the land claimed; that thirty-two or thirty-three years ago, he went on said land to build a house for said John Boli; witness remained there one year, and made sugar; that when he went on said land he saw cabins built, lands improved, corn fields, &c.; that, to his knowledge, the said land had been possessed, inhabited, and cultivated by or through said Boli, for several years previous to his (witness') going on said place. See book No. 6, page 506.

OCTOBER 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

John Boli, claiming 260 arpens of land. See book No. 6, page 506.

The board are unanimously of opinion that 260 arpens ought to be granted to the said John Boli, or his legal representatives. See book No. 7, page 59.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 236.—Benjamin F. James, claiming 690 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
236	Benj. F. James..	Arps. 690	Settlement right.	.....	James Mackay, deputy surveyor, 10th January, 1806; recorded 12th Feb., 1806, by Antoine Soulard, surveyor general.

Evidence, with reference to minutes and records.

February, 21, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esq.

Benjamin F. James, claiming, under the second section of the act of Congress, six hundred and ninety arpens of land situate at Cold Water, produces a certificate of a permission to settle, from James Mackay, dated 10th December, 1805, and a certificate of survey, dated February 12, 1806.

Ebenezer Hodges, being duly sworn, says that the said claimant put up a cabin on said land in the spring of 1803; that in 1804 he kept a school, and actually inhabited the said tract of land; and, further, that he did actually cultivate the same in the year 1805, and has inhabited and cultivated it to this day. The board reject this claim. See book No. 1, page 103.

June 5, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Benjamin F. James, claiming 690 arpens of land. See book No. 1, page 102. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 365.

June 18, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield, and F. R. Conway, commissioners.

Benjamin F. James, by his legal representatives, claiming 690 arpens of land situate on Cold Water, county of St. Louis. See record book B, page 183; minutes, book No. 1, page 102; and No. 4, page 365.

Catharine S. James, duly sworn, says that she is in her 65th year; that she is well acquainted with the land claimed; that in the spring of 1804 she saw said Benjamin F. James living on the place with his family, consisting of his wife and one child; that in the summer of said year, 1804, witness saw a small field of corn growing on said land; that, to her knowledge, the said James lived on said place until his death, which took place in 1815; that said James, from his first settling, continued to improve his land until he died; that at the time of his death he had about twenty or more acres in cultivation, several cabins, and an orchard of apple and peach trees; and deponent understood that he occasionally taught a school in the neighborhood. See book No. 6, page 531.

October 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Benjamin F. James, claiming 690 arpens of land. See book No. 6, page 531.

The board are unanimously of opinion that 690 arpens of land ought to be granted to the said Benjamin F. James, or to his legal representatives. See book No. 7, page 59.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 237.—Rene Dodier, claiming 800 arpens.

Don Carlos Dehault Delassus, lieutenant governor of Upper Louisiana:

Sir: René Dodier has the honor to represent that, wishing to make a plantation in the upper part of this province, where he has been residing for a long time, he has recourse to your goodness, praying that you may be pleased to grant to him a tract of land of eight hundred arpens in superficie, to be taken on the vacant lands of the King's domain, in the place which will appear most convenient to the interest of your petitioner, who presumes to expect this favor of your justice.

his
RENE × DODIER.
mark.

St. Louis, *April* 7, 1800.

ST. LOUIS OF ILLINOIS, *April* 9, 1800.

Whereas we are assured that the petitioner possesses sufficient means to improve the land he solicits, I do grant to him and his heirs the land which he solicits, provided it is not prejudicial to any person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and this being executed, he shall make out a plat, delivering the same to the said party, together with his certificate, in order to serve to him to obtain the title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands, &c.

CARLOS DEHAULT DELASSUS.

Truly translated from record book D, page 294.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 20, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
237	René Dodier . . .	Arps. 800	Concession, 9th April, 1800.	Carlos Dehault Delassus.	Fremon Delauriere, deputy surveyor; 27th December, 1805; on Salt river.

Evidence, with reference to minutes and records.

NOVEMBER 14, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Charles Fremon Delauriere, assignee of Albert Tison, assignee of Pierre Lord, assignee of René Dodier, claiming 800 arpens of land situate on Salt river, district of St. Charles, produces record of a concession from Charles D. Delassus, lieutenant governor, dated 9th April 1800; a plat of survey as above; a transfer from Dodier to Lord, dated 25th February, 1805; a transfer from Lord to Tison, without date; a transfer from Tison to claimant, dated 25th April, 1808.

It is the opinion of the board that this claim ought not to be confirmed. See No. 5, page 412.

JUNE 26, 1834.

The board met pursuant to adjournment. Present: J. S. Mayfield and F. R. Conway, commissioners.

René Dodier, by his legal representatives, claiming 800 arpens of land, (see record book D, page 294; minutes, book No. 5, page 412,) produces a plat and certificate of survey, by Fremon Delauriere, deputy surveyor, dated December 27, 1805.

M. P. Le Duc, duly sworn, says that the signature to the said plat and certificate of survey is in the proper handwriting of the said Fremon Delauriere, deputy surveyor. See book No. 6, page 537.

OCTOBER 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

René Dodier, claiming 800 arpens of land. See book No. 6, page 537.

The board are unanimously of opinion that this claim ought to be confirmed to the said René Dodier, or to his legal representatives, according to the concession. See book No. 7, page 60.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 238.—FREDERICK DIXON, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant governor of Upper Louisiana:

SIR: Frederick Dixon has the honor to represent that he would wish to form an establishment in the upper part of this province, where he has been residing for some time; therefore, the petitioner has recourse to your goodness, praying that you may be pleased to grant him a tract of land, of eight hundred arpens in superficie, to be taken on the vacant lands of the King's domain, in the place which shall be most convenient to the interest of the petitioner, who flatters himself to obtain this favor of your justice.

his
FREDERICK × DIXON.
mark.

ST. LOUIS, *June* 4, 1802.

ST. LOUIS OF ILLINOIS, *June* 5, 1802.

Whereas it is notorious that the petitioner possesses sufficient means to improve the land which he solicits, * * * (omission,) provided it is not prejudicial to any person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the quantity of land he asks, in a vacant place of the royal domain; and this being executed, he shall make out a plat, delivering the same to said party, together with his certificate, in order to serve to him to obtain the concession and title in form from the

intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from record book D, pages 291 and 292.

JULIUS DE MUN, *T. B. C.*

St. Louis, *August* 20, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
238	Frederick Dixon.	Arps. 800	Concession, 5th June, 1802.	Carlos Dehault Delassus.	James Rankin, deputy surveyor; certified November 15, 1807, by A. Soulard, surveyor general; on Salt river.

Evidence, with reference to minutes and records.

November 14, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Charles Fremon Delauriere, assignee of Frederick Dixon, claiming 800 arpens of land situate on Salt river, district of St. Charles, produces the record of a concession from Charles Dehault Delassus, lieutenant governor, dated 5th June, 1802; a plat of survey, certified by Antonio Soulard, 15th November, 1807; a certified extract of sale made by Dixon to claimant, dated 30th June, 1803.

It is the opinion of the board that this claim ought not to be confirmed.

June 26, 1834.

The board met pursuant to adjournment. Present: F. R. Conway and J. S. Mayfield, commissioners.

Frederick Dixon, by his legal representatives, claiming 800 arpens of land, (see record book D, page 291; minutes, book No. 5, page 411,) produces a certified plat of survey, signed by Soulard, and dated November 15, 1807.

M. P. Le Duc, duly sworn, says that the signature to said plat and certificate of survey is in the proper handwriting of Antonio Soulard, surveyor general. See book No. 6, page 537.

October 29, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Frederick Dixon, claiming 800 arpens of land. See book No. 6, page 537.

The board are unanimously of opinion that this claim ought to be confirmed to the said Frederick Dixon, or to his legal representatives, according to the concession. See book No. 7, page 60.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 239.—Andrew Harris, claiming 600 arpens.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, commander-in-chief of Upper Louisiana, &c.:

Andrew Harris, a Roman Catholic, has the honor to represent that, with the permission of the government, he came over to this side, where he selected a piece of land in his Majesty's domain, in order to make a plantation; therefore, he supplicates you to have the goodness to grant to him, in the same place he has selected, a tract of land corresponding to the number of persons in his family, which is composed of himself, his wife, and eight children. The petitioner, having the means necessary to make a plantation, and having no other views but to live as a peaceable and submissive cultivator of the soil, hopes to obtain the favor which he solicits of your justice.

ANDREW HARRIS.

St. Andre, *June* 1, 1803.

Be it forwarded to the lieutenant governor, with information that the foregoing statement is true, and that the petitioner deserves the favor which he solicits.

SANTIAGO MACKAY.

St. Andre, *June* 1, 1803.

St. Louis of Illinois, *June* 7, 1803.

In consequence of the information given by Don Santiago Mackay, commandant of the settlement of St. André, by which the number of persons composing the family of the petitioner is proven, the surveyor, Don Antonio Soulard, shall put him in possession of six hundred arpens of land in superficie, in the place where he asks, the said quantity corresponding to the number of his family according to the regulation of the governor general of the province; and afterwards, the party interested shall have to solicit the title of concession in form from the intendant general of the said province, to whom alone

belongs, by royal order, the distribuing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 15, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
239	Andrew Harris.	Arps. 600	Concession, 7th June, 1803.	Carlos Dehault Delassus.	Mackay; 20th February, 1804; 20 miles W. S. W. of St. Louis.

Evidence, with reference to minutes and records.

NOVEMBER 20, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

George Washington Morrison, assignee of Andrew Harris, claiming 600 arpens of land situate on the Grand Glaise, district of St. Louis, produces record of a concession from from C. D. Delassus, lieutenant governor, dated 7th June, 1803; record of a plat of survey, signed Mackay, dated 20th February, 1804.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 433.

JULY 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

Andrew Harris, by his legal representatives, claiming 600 arpens of land, (see record book C, page 470; minutes, book No. 5, page 433,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 7th June, 1803.

M. P. Le Duc, duly sworn, says that the signature to said concession is in the proper handwriting of the said Carlos Dehault Delassus. See book No. 7, page 2.

OCTOBER 31, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Andrew Harris, claiming 600 arpens of land. See book No. 7, page 2.

The board are unanimously of opinion that this claim ought to be confirmed to the said Andrew Harris, or to his legal representatives, according to the concession. See book No. 7, page 61.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 240.—LEWIS MARTIN, CLAIMING 300 ARPENS.

To Mr. Charles Dehault Delassus, lieutenant governor, and commander-in-chief of Upper Louisiana, &c.:

Lewis Martin, a Roman Catholic, has the honor to represent to you that, with the permission of the government, he has made choice of a tract of land in the domain of his Majesty, on the south side of the Missouri, where he wants to settle himself; therefore, he supplicates you, sir, to have the goodness to grant to him, in the said place, a tract of land of 300 arpens in superficie, in order to make a plantation. The petitioner, having the means necessary to make a plantation, and having no other views but to live as a submissive cultivator of the soil, hopes to obtain the favor he solicits of your justice.

LEWIS MARTIN.

ST. ANDRE, *February* 4, 1801.

Be it forwarded to the lieutenant governor, with the information that the foregoing statement is true, and that the petitioner deserves the favor which he solicits.

SANTIAGO MACKAY.

ST. ANDRE, *February* 4, 1801.

ST. LOUIS OF ILLINOIS, *February* 8, 1801.

In consequence of the information given by the commandant of St. André, Don Santiago Mackay, I do grant to the petitioner the tract of land of three hundred arpens in superficie, which he solicits, provided it is not to the prejudice of any person; and the surveyor, Don Antonio Soulard, shall put the party interested in possession of the said quantity of land demanded, in the place designated; and that being executed, he shall make out a plat, delivering the same to said party, together with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs the distributing and granting all classes of lands belonging to the royal domain.

CARLOS DEHAULT DELASSUS.

Recorded No. 54.

MACKAY.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

ST. LOUIS, *August* 18, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
240	Lewis Martin..	Arps. 300	Concession, 8th February, 1801.	Carlos Dehault Delassus.	James Mackay, deputy surveyor; 25th June, 1805; certified December 10, by A. Soulard, surv. gen.

Evidence, with reference to minutes and records.

AUGUST 23, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

Lewis Martin, claiming, under the 2d section of the act, 300 arpens of land situate on the south side of the Missouri, district of St. Louis, produces a special permission to settle from Charles D. Delassus, dated the 8th February, 1801, and a survey of the same, taken the 25th June, and certified the 10th December, 1805.

Thomas R. Musick, being duly sworn, says that claimant has been in the country about seven or eight years ago, and that he began the settling of said tract in the year 1804.

The board reject this claim. See No. 1, page 487.

SEPTEMBER 7, 1808.

Board met. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates.

Lewis Martin, claiming 300 arpens of land, district of St. Louis. See No. 1, page 487.

Kincaid Caldwell, sworn, says that he, the witness, came to this country eight years ago this fall; then found claimant residing here; has seen him frequently since, and believes that he has continued to be a resident ever since; that claimant began his settlement on said land in the fall of 1805, and has inhabited and cultivated the same ever since. Laid over for decision. See book No. 3, page 233.

JUNE 6, 1810.

Board Met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Lewis Martin, claiming 300 arpens of land. See book No. 1, page 487; No. 3. page 233. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 368.

JULY 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

Lewis Martin, claiming 300 arpens of land situate near St. Ferdinand, (see record book B, page 267; minutes, book No. 1, page 487; No. 3, page 233; and No. 4, page 368,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 8th February, 1801; also a plat of survey by James Mackay, dated 25th June, 1805, certified by Soulard 10th December, 1805.

M. P. Le Duc, duly sworn, says that the signature to the said concession is in the proper handwriting of the said Carlos Dehault Delassus, and the signature to the certificate of survey is in the proper handwriting of Antonio Soulard.

David Martin, duly sworn, says that he is in his 52d year; that, in 1801 or 1802, he saw house logs and a corn crib on the land claimed; that, in 1804, witness saw said Lewis Martin at work on said place; he was then grubbing and ditching, and that since the year 1805 the said Lewis Martin has continued to live on said place, and is still living thereon. Witness further says that there is now about 70 or 80 acres under fence and in cultivation, a good double dwelling-house, stables, barns, and all other necessary out-buildings; also an apple orchard. And, further, that the said Lewis Martin has served three campaigns in the last English and Indian war, under Captain Musick, and that the said claimant has raised on said place, a family of thirteen children.

Daniel B. Moore, being duly sworn, says that, having heard read the foregoing testimony of David Martin, he finds it exact and true, and that he does entirely agree with said David in all he said in the above deposition in relation to said claim. See book No. 7, page 2.

NOVEMBER 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Lewis Martin, claiming 300 arpens of land. See book No. 7, page 2.

The board are unanimously of opinion that this claim ought to be confirmed to the said Lewis Martin, or to his legal representatives, according to the concession. See book No. 7, page 61.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 241.—BAPTISTE LAURINS, CLAIMING 480 ARPENS.

To Don Zenon Trudeau, captain in the stationary regiment of Louisiana, lieutenant governor, and commander-in-chief of the western part of Illinois:

Baptiste Laurins, tanner by trade, and residing in St. Louis, humbly supplicates, and has the honor to observe, that the lands he owns are destitute of serviceable timber and of firewood, and that, as he

cannot possibly do without, he is determined to go and make a plantation in a remote place, where he may have wood, cultivate the land, and make a plantation; but as he cannot do that without your consent, therefore the petitioner claims your authority and protection, in order that you may be pleased to grant to him a concession at Portage des Sioux, to be taken from the said portage in ascending the Mississippi, twelve arpens in width by forty in depth; and wishing to secure your approbation for the concession for the said tract, before making any improvement thereon, he flatters himself that you will condescend to grant him a concession for the said tract of land, in order that he may have it surveyed, procure the titles in due form, and go to work immediately. This is what the petitioner expects of your goodness. He shall never cease to pray for the preservation of your days.

his
BAPTISTE + LAURINS.
mark.

St. Louis, *December* 14, 1796.

St. Louis, *December* 14, 1796.

Immediately adjoining M. Liberge and his family, the surveyor of this jurisdiction shall place the petitioner on the spot he has selected.

ZENON TRUDEAU.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

St. Louis, *August* 18, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
241	Baptiste Laurins.	Arps. 480	Concession, 14th December, 1796.	Zenon Trudeau.	Portage des Sioux.

Evidence, with reference to minutes and records.

November 25, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Baptiste Laurins, claiming 480 arpens of land situate in Portage des Sioux, district of St. Charles, produces record of a concession from Zenon Trudeau, lieutenant governor, dated December 14, 1796.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 450.

July 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

Baptiste Laurins, by his legal representatives, claiming twelve by forty arpens of land, (see record book D, page 313; minutes, book No. 5, page 450,) produces a paper purporting to be an original concession from Zenon Trudeau, dated December 14, 1796.

M. P. Le Duc, duly sworn, says that the signature to said concession is in the proper handwriting of said Zenon Trudeau. See book No. 7, page 6.

November 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Baptiste Laurins, claiming 480 arpens of land. See book No. 7, page 5.

The board are unanimously of opinion that this claim ought to be confirmed to the said Baptiste Laurins, or to his legal representatives, according to the concession. See book No. 7, page 61.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 242.—John McNeal, claiming 640 acres.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
242	John McNeal.	Arps. 640	Settlement right.	.....	John Stewart, D. surveyor; 11th January, 1806; received for record 28th February, 1806, by A. Soulard, surveyor general.

Evidence, with reference to minutes and records.

AUGUST 29, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esq.

John McNeal, claiming, under the second section of the act, 748 arpens of land, produces two surveys of the same, the one for 544 arpens 62 perches, and the other for 203 arpens 55 perches, situate in the district of St. Genevieve, the said surveys dated the 11th January, and certified the 28th February, 1806.

William Bates, being duly sworn, says that the said claimant settled the aforesaid tract of 203 arpens 55 perches in the month of March, 1804, raised a crop on the same that year; that in 1805 he moved on it, and has actually inhabited and cultivated it to this day.

The board reject this claim. See book No. 1, page 504.

APRIL 24, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

John McNeal, claiming 748 arpens 60 perches of land. See book No. 1, page 504. It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 341.

JULY 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

John McNeal, claiming 640 acres of land situate on Big river, (see record book B, page 236; minutes, book No. 1, page 504; No. 4, page 341,) produces the original survey, by John Stewart, deputy surveyor, dated January 11, 1806.

John Stewart, duly sworn, says that he is about 65 years of age; that he knows that said McNeal took possession of the land claimed prior to the month of December, 1803; that in the fall of 1803, witness went on the place, and saw there a cabin. John McNeal was then clearing the land, and in 1804 raised a crop thereon, had a garden and other improvements. Witness further says that, soon after the American government took possession of this country, he was appointed deputy surveyor to Antoine Soulard, and in 1806 witness surveyed, for said McNeal, the tract of land claimed, as appears by the original plat filed in this case. See book No. 7, page 2.

OCTOBER 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

In the case of John McNeal, claiming 640 acres of land (see book No. 7, page 2), the following testimony was taken before F. R. Conway, commissioner:

John McNeal, of lawful age (being, as he says, 70 years of age), deposeth and saith that, in the spring of the year 1803, he, the said McNeal, commenced, and had an improvement made, trees chopped round, and the foundation of a house made, and also a garden in the spring of the year 1804, and fruit trees planted; he moved on said land in the year 1804, and had his land surveyed by John Stewart in the month of January, 1806, which land he claimed as a donation right from the Spanish government, as one of Moses Austin's followers, as will appear from or on the Spanish records, and claimed 640 acres, and sold his claim and interest to Augustus Jones, and is in no way interested in said claim of land at this time, having given a quit-claim for the same.

JOHN T. McNEAL.

Sworn to and subscribed before me, at Potosi, Missouri, this 8th day of May, 1834.

F. R. CONWAY, *Commissioner.*

See book No. 7, page 18.

NOVEMBER 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

John McNeal, claiming 640 acres of land. See book No. 7, page 2.

The board are unanimously of opinion that 639¾ acres and 33 poles of land (it being the quantity claimed on record) ought to be granted to the said John McNeal, or to his legal representatives. See book No. 7, page 62.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 243.—JOSEPH REED, JR., CLAIMING 640 ACRES.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
243	Joseph Reed, jr.	Acres. 640	Settlement right.	.....	John Stewart, D. S.; 8th of February, 1806; survey of 632 acres 1 quarter and 20 poles; received for record 28th February, 1806; in Bellevue settlement.

Evidence, with reference to minutes and records.

DECEMBER 3, 1807.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas, Clement B. Penrose and Frederick Bates.

Joseph Reed, junior, claiming 740 arpens and 3 perches of land situate on Bellevue settlement, produces, in support of said claim, a plat and certificate of survey, dated February 8, 1806, and certified to be received for record 28th February, 1806.

Joseph Gerrard, being duly sworn, says that some time in 1802 he was present at Francis Vallé's, late commandant of St. Genevieve, when he gave a verbal permission to claimant to settle on vacant land.

William Reed, being also sworn, says that claimant built a cabin on the aforesaid tract in 1804, and that the same has never been inhabited or cultivated. Laid over for decision. See No. 3, page 126.

APRIL 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Joseph Reed, junior, claiming 740 arpens 3 perches of land. See book No. 3, page 126.

It is the opinion of the board that this claim ought not to be granted. See book No. 4, page 336.

DECEMBER 14, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Joseph Reed, junior, by his legal representatives, claiming 640 acres of land situate in Bellevue, county of Washington. See record book B, page 222; minutes, book No. 3, page 126; No. 4, page 336.

STATE OF MISSOURI, *County of Washington:*

The claimant produces James Johnson as a witness, aged 44 years, who, being duly sworn as the law directs, deposeth and saith that he was acquainted with the original claimant, Joseph Reed, junior; that he, witness, came to the province of Upper Louisiana in the year 1804, and that in the month of July or August, in that year (1804), as well as he recollects, he assisted in clearing and improving some land on the tract claimed, and that about one acre, more or less, was so cleared, on which some turnips were sown, and perhaps some grass seed; which work went to, and was for the use of, the said Joseph Reed, junior; in some three or four days afterwards, he, the said Reed, raised a house on the said improvement and land. This deponent further states that, at the time he assisted in clearing as aforesaid, there had been some work done on the same place, and the name of Joseph Reed, junior, was marked on a tree on the said improvement; the work had the appearance of having been done the year before this witness assisted to clear as aforesaid; that said Reed sold his claim to one David Gallagher for the consideration of one hundred and forty dollars, and that the said Gallagher took possession of, and lived on, the same place, and continued to cultivate the same till he died, and his widow and heirs continued on the same some time afterwards, and then sold the same to Philip T. McCabe for one thousand dollars, and said McCabe has been in the possession of the said land ever since; that the said Joseph Reed, junior, was, he believes, at the time, above the age of twenty-one years when the improvements aforesaid were made.

JAMES JOHNSON.

Sworn to and subscribed before me, this 7th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came John Stewart, a witness, aged about 64 years, who, being duly sworn as the law directs, deposeth and saith that William Reed, senior, the father of Joseph Reed, junior, with the said Joseph Reed, junior, came to the country, he believes, in 1802, and that they moved to Bellevue in the year 1803, and cultivated land in Bellevue in 1803, and continued as residents and cultivators until they left the country.

JOHN STEWART.

L. F. LINN, *Commissioner.*

And also came Martin Ruggles, a witness, aged about 58 years and upwards, who, being duly sworn as the law directs, deposeth and saith that in 1802 he was at an improvement in Bellevue, said to be William Reed's, and that after an absence of some time he returned, and was at the same improvement, and there saw Joseph Reed, junior, the claimant; and this deponent further says that he is well acquainted with Mr. James Johnson, the witness who has deposed above; that he is generally esteemed a man of good character, and of veracity and truth.

MARTIN RUGGLES.

L. F. LINN, *Commissioner.*

See No. 6, page 383.

OCTOBER 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Joseph Reed, junior, claiming 640 acres of land, (see book No. 6, page 383,) the following testimony was taken by F. R. Conway, commissioner:

John McNeal, being duly sworn, deposes and says that in the month of November, 1803, he passed by Joseph Reed's spring, and saw chopping done, timber cut round, and some fallen down, and the foundation of a cabin laid; in the month of April, 1805, he met some children coming from said Reed's turnip patch with turnip salad, or turnip greens, and when he went to said turnip patch, he saw a woman in the inside of the patch gathering turnip tops for greens, and the fence was made of split rails and poles, which he supposed included about one acre, and said Reed claimed the same as his head right, and sold the same to David Gallaghar, who lived on the said farm for several years; and, after said Gallaghar's decease, the heirs sold their claim to Philip McCabe, who lives on the same, and has a large farm on said

land; and this deponent says that he has never heard that said Reed ever claimed any other land as his head right, before or since, and claims 640 acres as his head right.

JOHN T. McNEAL.

Sworn to and subscribed before me, this 8th day of May, 1834, at Potosi, Missouri.

F. R. CONWAY.

See No. 7, page 29.

NOVEMBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

Joseph Reed, junior, claiming 640 acres of land. See book No. 6, page 383.

The board are unanimously of opinion that 632 acres 1 quarter and 20 poles of land (it being the quantity claimed on record) ought to be granted to the said Joseph Reed, junior, or to his legal representatives. See book No. 7, page 55.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

NO. 244.—THOMAS REED, CLAIMING 747 ARPENS.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
244	Thomas Reed ..	Arps. 747	Settlement right.	.....	John Stewart, deputy surveyor; 4th February, 1806; received for record, by Soulard, surveyor general, 27th February, 1806; Bellevue, waters of Big river.

Evidence, with reference to minutes and records.

JUNE 27, 1806.

The board met agreeably to adjournment. Present: The Hon. Clement B. Penrose and James L. Donaldson, Esq.

Thomas Reed, claiming, as aforesaid, (under the 2d section of the act,) 747 arpens of land situate as aforesaid, (Bellevue, district of St. Genevieve,) produces a survey of the same, dated the 4th, and certified the 27th of February, 1806.

Joseph Gerrard, being duly sworn, says that he was present when claimant obtained from the commandant permission to settle on vacant lands.

Benjamin Crow, being duly sworn, says that claimant begun the improving of said land in 1803; built a cabin in 1804, and was, on the 20th day of December, 1803, of the age of twenty-one years and upwards.

The board reject this claim. See No. 1, page 375.

DECEMBER 3, 1807.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas, Clement B. Penrose, and Frederick Bates.

Thomas Reed, claiming, under the 2d section of the act of Congress of the 2d of March, 1805, 747 arpens of land situate in Bellevue, district of St. Genevieve, produces a survey of the same, dated the 4th, and certified the 27th of February, 1806. Laid over for decision. See minutes, book No. 3, page 127.

APRIL 20, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Thomas Reed, claiming 747 arpens of land. See book No. 1, page 375; No. 3, page 127.

It is the opinion of the board that this claim ought not to be granted. See No. 4, page 336.

JULY 6, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Thomas Reed, by his assignee, W. Sloane, claiming 747 arpens of land. See book B, page 246; minutes, No. 1, page 375; No. 3, page 127, and No. 4, page 336.

STATE OF MISSOURI, *Washington County:*

Be it remembered that on this 11th of January, 1832, before me, Henry Shurlds, a justice of the peace in and for said county, the following persons appeared:

Daniel Phelps, aged 77 years and upwards, being duly sworn, deposeth and saith that, some time in the fall of 1806, he was on the tract of land claimed as above set forth, and there was, at that time, a crop of about 6 or 8 acres of corn grown on said place, and a cabin there and occupied; and, from the appearance of the place at that time, he believes it must have been occupied and cultivated two or three years, at least, before that time; that the place, he understood from both Reed and William Sloane, had been sold by

Reed to Sloane; and the place he believes to have been occupied and cultivated ever since the period above.

DANIEL PHELPS.

Sworn to and subscribed before me.

HENRY SHURLDS, *Justice of the Peace.*

STATE OF MISSOURI, *Washington County:*

I, John C. Brickey, clerk of the county court within and for said county, do hereby certify that Henry Shurlds, whose name is subscribed to the within affidavit as having taken the same, was, at the time of taking said affidavit of Daniel Phelps, an acting justice of the peace within and for said county, duly commissioned and qualified as such; and that full faith and credit is due to all his official acts.

In testimony whereof, I have hereunto set my hand and seal of office, at Potosi, this 6th day of May, 1833.

J. C. BRICKEY, *Clerk.* [L. S.]

MAY 6, 1833.

POTOSI, *Washington County:*

Personally appeared before me, L. F. Linn, one of the commissioners appointed for the final adjustment of private land claims in Missouri, Mr. Timothy Phelps, who, after being duly sworn, says that he is well acquainted with the handwriting of Daniel Phelps, (who was deponent's father;) that the signature to the above deposition, dated 11th January, 1832, taken before Henry Shurlds, is in the handwriting of Daniel Phelps, his father.

TIMOTHY PHELPS.

Sworn to and subscribed day above written.

L. F. LINN, *Commissioner.*

At the same time appeared Doct. Alexander McGreaddy, who, after being duly sworn, deposes and says that he was well acquainted with Daniel Phelps, and, from long personal acquaintance, has no hesitation in saying said Phelps was a man of respectability, integrity, and truth.

ISRAEL McGREADDY.

Sworn to and subscribed day above written.

L. F. LINN, *Commissioner.*

See minutes, book No. 6, page 212.

JANUARY 13, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of Thomas Reed, claiming 747 arpens of land. See page 212 of this book, (No. 6.)

The following testimony was taken before L. F. Linn, commissioner:

STATE OF MISSOURI, *County of Cape Girardeau:*

John T. McNeal, aged about 70 years, says he knew the said Thomas Reed well, from the year 1802 up. In the month of February, 1804, he passed the improvement of the said Thomas Reed, in the district of St. Genevieve; there appeared to be two or three acres cleared and a cabin built; the land such as if it had been in cultivation the year before. He afterwards understood that turnips had been raised on the improvement. The timber, from the deadening, seemed to have been cut in 1802. This improvement was made in Bellevue settlement. This affiant, in the next year, moved from that neighborhood, and did not return until 1809, when the said improvement was in the possession of William Sloane, who had purchased the same from the said Reed, and has been in his possession and that of his children ever since. This affiant knows the children of the said William Sloane, and believes their names are all mentioned in the caption of this deposition.

JOHN T. McNEAL.

Sworn to and subscribed this 11th June, 1833.

L. F. LINN, *Commissioner.*

See No. 6, page 460.

OCTOBER 8, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Thomas Reed, claiming 747 arpens of land. See book No. 6, page.

The following testimony was taken by F. R. Conway, commissioner:

BELLEVUE, *Washington County, State of Missouri:*

Personally appeared before F. R. Conway, recorder of land titles for the State of Missouri, and one of the commissioners appointed, &c., John T. McNeal, who, being first duly sworn, states, in reference to the above claim, as follows: Having heretofore deposed in the above cause, but having omitted to state a fact which deponent hereby supplies, and which fact is believed to be material, he states he knows the above claim, and passed by it in the year 1804, in the month of February; there was on the land an improvement which appeared to have been made the year before; it was then under fence, and had been cultivated in turnips; there was also a small cabin near the improvement; and, at the date aforesaid, it was known to be the aforesaid Thomas Reed's improvement. And further, this deponent saith that the small cabin at the time aforesaid was occupied, and appeared to have been lived in for some time previous, by the marks of fire and smoke on and about the chimney. And further deponent saith not.

JOHN T. McNEAL.

Sworn to and subscribed before me, at Potosi, Missouri, this 7th day of May, 1834.

F. R. CONWAY.

See book No. 7, page 28.

NOVEMBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

Thomas Reed, claiming 640 acres of land. See book No. 6, page 212.

The board are unanimously of opinion that 638 acres 2 quarters and 7 poles of land (it being the quantity claimed on record) ought to be granted to the said Thomas Reed, or to his legal representatives. See book No. 7, page 66.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 245.—FRANÇOIS HEBERT, CLAIMING 80 ARPENS.

We, Don Fernando de Leyba, lieutenant governor, &c.

In consequence of the demand to us made by François Hebert, residing in this post, in his petition dated 24th instant, in which he represents to us, that, wishing to establish himself with his family in the prairie called Prairie of river des Peres, and make there a plantation, in order to cultivate the soil, (but not being able to do it without he is authorized by us to do so,) that we would be pleased to grant to him two arpens of land in width by forty arpens in length, in continuation of the land of Mr. Robert, an inhabitant of said place, which tract shall be adjoining on the west to the land of the said Robert; on the east, to that of Charles Roy; facing, on the north end, the King's domain; and on the south end, which is the front of the said tract, facing the river Des Peres: Therefore we, the lieutenant governor above named, have granted, and do grant, to the said François Hebert the said tract of land of two arpens in width by forty arpens in length, such as it is here above described, for the said François Hebert, his heirs and assigns, to enjoy the same as of a thing to him belonging forever, on condition to improve the said tract of land in one year and one day; and that it shall be liable to public taxes, and others which it may please his Majesty to impose.

FERNANDO DE LEYBA.

Given in ST. LOUIS, *March* 25, 1780.

Truly translated from livre terrien, No 4, page 2.

JULIUS DE MUN.

ST. LOUIS, *July* 29, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
245	François Hebert.	Arps. 80	Concession, 25th March, 1780.	Fernando de Leyba.	In the Grand prairie, river Des Peres.

Evidence, with reference to minutes and records.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

François Hebert, by John P. Cabanné, claiming 2 by 40 arpens of land. See livre terrien, No. 4, page 2; record book F, page 190.

Peter Chouteau, sr., duly sworn, says that he is seventy-five years of age, and saw the building of the first house in St. Louis; that Hebert cultivated said place for five or six consecutive years, until his death. See minutes, book No. 6, page 218.

OCTOBER 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of François Hebert, claiming 80 arpens of land. See book No. 6, page 218.

Pierre Chouteau, being duly sworn, says that François Hebert worked for five or six consecutive years on the tract claimed, prior to the year 1780, and the said Hebert was killed in said year 1780, by the Indians, while he was cultivating said land, and his body never was found. See book No. 7, page 43.

NOVEMBER 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

François Hebert, claiming 80 arpens of land. See book No. 6. page 218.

The board are unanimously of opinion that this claim ought to be confirmed to the said François Hebert, or to his legal representatives, according to the concession. See book No. 7, page 66.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 246.—Alexis Loise, claiming 120 arpens.

Don Fernando de Leyba, &c.:

In consequence of the demand to us made by Alexis Louise, an inhabitant of this post, in his petition, dated 7th instant, representing that he would wish to settle himself in the prairie commonly called Prairie de la Rivière, in order to cultivate the soil, may you be pleased, sir, to grant to him a piece of land of three arpens in length, adjoining, on the south, the land of Robert, and on the other side, north, to the King's domain. He shall continue to pray for your prosperity.

One × for Alexis Loise's mark.

Therefore, wishing to favor the petitioner in his establishment, we have granted, and do grant, to him, in fee simple, for him, his heirs or assigns, the three arpens of land in width, by the common depth of forty arpens, adjoining on the south side to one Robert, on the north side to the King's domain, the two ends running east and west, for the said Loise, or his legal representatives, to enjoy the same as of a thing to him belonging in full property, on condition to improve it in one year and one day from the date of this present concession, and that it shall be liable to public charges or others which it may please his Majesty to impose.

FERNANDO DE LEYBA.

Given in St. Louis, *June* 8, 1779.
Truly translated from livre terrien, No. 3, page 27.

JULIUS DE MUN.

St. Louis, *August* 3, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
246	Alexis Loise....	Arps. 120	Concession, 8th June, 1779.	Fernando de Leyba.	

Evidence, with reference to minutes and records.

May 20, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

Alexis Louise, by his legal representatives, claiming three arpens of land in front, by forty arpens in depth. See livre terrien, No. 3, page 27; record book F, page 188; book No. 6, page 168.

July 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Alexis Loise, by his representatives, claiming three by forty legal arpens of land. See page 168 of this book.

Peter Chouteau, senior, being duly sworn, says that Alexis Loise, some time after the year 1780, cultivated said piece of land during five or six years, and that signs of cultivation are yet visible. See minutes, No. 6, page 219.

October 20, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

In the case of Alexis Loise, claiming 120 arpens of land, see book No. 6, page 168.

Peter Chouteau, duly sworn, says that if, in the testimony given by him in this case on a former occasion, he has said the cultivation on this land had been done *after* the year 1780, it must have been through inadvertency, for the said cultivation was prior to the said year 1780; that, for at least three or four years after 1780, nobody ventured to cultivate land in the Grand prairie, there being, almost every day, alarms caused by Indians. See book No. 7, page 43.

November 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

Alexis Loise, claiming 120 arpens of land, see book No. 6, page 168.

The board are unanimously of opinion that this claim ought to be confirmed to the said Alexis Loise, or to his legal representatives, according to the concession. See book No. 7, page 66.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 247—Charles Gill, claiming 400 arpens.

To Don Zenon Trudeau, lieutenant colonel by brevet, lieutenant governor, and commander-in-chief of the western part of Illinois:

Charles Gill, inhabiting and residing on the Maramec, humbly supplicates, and has the honor to represent, that having bought, on the Maramec, a plantation which he is obliged to return to the vender,

your petitioner having been deceived by the person who had engaged to make the payment, he wishes to settle on a concession at the river Aux Gravois, on the road leading from St. Louis to Mr. Clamorgan's saline; and having found a suitable place, he claims of your goodness to be pleased to grant him the quantity of ten arpens in front by forty in depth, to be taken on the south side of the road of the said saline, twenty arpens in length on each side of the said river Gravois, making the forty arpens in depth. The petitioner only waits for your approbation to build thereon, and expects of your goodness that you will grant him said approbation, in order to secure the property until he shall have the same surveyed, and obtains the titles in due form. Therefore, may it please you to grant to the petitioner the said quantity of ten arpens in front by forty in depth on the river Gravois, on the south side of the road leading from this town of St. Louis to Mr. Morgan's saline, twenty arpens in length on each side of the said river Gravois, making the forty arpens in depth, and the total quantity 400 arpens in superficies.

The petitioner shall never cease to pray Heaven for the preservation of your days.

his
CHARLES × GILL.
mark,
Not knowing how to sign.

St. Louis, *August* 14, 1797.

St. Louis, *August* 14, 1797.

Provided the land demanded belongs to the King's domain, and is not prejudicial to any person, the surveyor of this jurisdiction shall put in possession of the same the petitioner, to whom the concession in form shall be granted by the commander general after the survey is made.

ZENON TRUDEAU.

I apprise the purchaser that the tract of land cited above....(omission) by other surveys, and I must have an order from the lieutenant governor to authorize me to survey the same quantity of land on any other vacant part of the domain.

SOULARD.

St. Louis, *November* 23, 1803.

St. Louis, *November* 24, 1803.

In order to avoid difficulties, and favor the purchaser, the same quantity of land mentioned in the foregoing petition shall be measured, at the choice of the interested, in any other vacant part of the domain, provided it is not prejudicial to any person.

DELASSUS.

Truly translated from record book D, pages 280 and 281.

St. Louis, *November* 1, 1834. JULIUS DE MUN, *T. B. C.*

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
247	Charles Gill	Arps. 400	1st concession, Aug't 14, 1797; 2nd concession, Nov. 24, 1803.	Zenon Trudeau. Carlos Dehault Delassus.	

Evidence, with reference to minutes and records.

November 20, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Jeduthan Kendal, assignee of Charles Gill, claiming 400 arpens of land, district of St Louis, produces record of a petition to Zenon Trudeau, lieutenant governor, dated August 14, 1797, (also record of a concession from Zenon Trudeau, dated 14th August, 1797,) and a declaration of Antoine Soulard that the land is not vacant; a concession from Charles D. Delassus, lieutenant governor, annexed to the same, dated 24th November, 1803, ordering same quantity to be surveyed on any vacant land; also record of a transfer from Gill to claimant, dated 21st November, 1803.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 428.

July 8, 1834.

The board met pursuant to adjournment. Present: J. H. Relfe and F. R. Conway, commissioners.

Charles Gill, by his legal representatives, claiming 400 arpens of land situate on river Gravois. See record book D, page 280; minutes, book No. 5, page 428.

Claimant refers the board to the plat in the register's office, on which plat the said land has been reserved from sale. See book No. 7, page 1.

Pascal R. Cerré, duly sworn, says that he knows that James Mackay has resided for more than fifteen years ago on said tract, which is bounded on one side by Joseph Sappington's land; that he does not know, of his own knowledge, of Charles Gill living on the place now claimed, but he is positively sure that said Charles Gill was one of the first settlers on Gravois. See book No. 7, page 4.

November 15, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

Charles Gill, claiming 400 arpens of land. See book No. 7, page 1.

The board are unanimously of opinion that this claim ought to be confirmed to the said Charles Gill, or to his legal representatives, according to the concession. See book No. 7, page 66.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 248.—Jean Cambas, claiming 40 arpens.

August 8, 1767.

On said day, upon the demand of Jean Cambas and Jean Ortes, we have granted, and do grant, to them, in fee, a tract of land of two arpens in front, in the prairie lying south of the Little river, of the ordinary depth of forty arpens, adjoining on the south side to one Gervais, and on the north side to lands not yet granted, on condition that the said land shall be improved in one year and a day, and liable to public charges.

ST. ANGE.
LABUXIERE.

Given in St. Louis the said day and year.

Truly translated from livre terrien, No. 1, page 13.

JULIUS DE MUN, *T. B. C.*

St. Louis, *November* 3, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
248	Jean Cambas....	Arps. 40	Concession, 10th July, 1767.	St. Ange.	Little prairie, south of St. Louis.

Evidence, with reference to minutes and records.

Tuesday, *April* 29, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

Jean Cambas, by his legal representatives, claiming one by forty arpens of land, it being the north half of a concession granted to Jean Cambas and Jean Ortez, for two by forty arpens of land, situate in the Little prairie south of St. Louis.

See livre terrien, No. 1, page 12; recorder's minutes, book No. 2, page 5; No. 3, page 104; book F, page 151.

Pierre Chouteau, duly sworn, says that Jean Cambas was a carpenter by trade, who obtained said concession in partnership with Jean Ortez, for the purpose of cutting timber to build houses in St. Louis; that Cambas and Ortez used to make their hay on said piece of land; that to his knowledge they did make hay and cut timber thereon for upwards of fifteen consecutive years, under the French and Spanish governments, and before the Americans took possession of the country; that it was known generally, by all the people in St. Louis, that said piece of land was the property of said Cambas and Ortez. Witness further says that he has no kind of interest in the claim of Cambas, a division having been made between Cambas and Ortez's representatives, about eight or nine years ago. See book No. 6, page 519.

The following testimony was taken before Theodore Hunt, recorder of land titles, Missouri:

Auguste Chouteau, being duly sworn, says about sixty years ago St. Ange, the then French commandant, granted to J. Cambas and J. Ortex, a field lot, containing two arpens in front by forty in depth, in the Little prairie; that it was owned and possessed by them for many years; that they used to cut their hay on the same, and it was always known to belong to these men; that afterwards it was divided, and J. Ortez sold his arpen to Pierre Chouteau.

AUGUSTE CHOUTEAU.

Sworn to before me, June 1, 1825.

THEODORE HUNT, *Recorder L. T.*

See recorder's minutes, book No. 2, page 5.

Baptiste Rivière and René Dodier, being duly sworn as relates to the situation of the claim of Ortez and Cambas, in the Little prairie below St. Louis, say that they are well acquainted with the situation of the same, and that they have repeatedly seen Ortez hewing timber on this same land, and they do both know that the spring branch ran through the middle of said land of Ortez and Cambas, and that these deponents believe that the said land was granted to them in partnership; that is, two arpens in front by forty in depth; that they afterwards divided the same, each taking one arpen by forty arpens, and that the spring they speak of as having seen Ortez at work at, is situated opposite the present residence of John Baptiste Lammi.

his
RENE × DODIER.
mark.

his
BAPTISTE × RIVIERE.
mark.

Sworn to before me, November 26, 1825.

THEODORE HUNT, *Recorder L. T.*

See recorder's minutes, book No. 3, page 105.

NOVEMBER 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

Jean Cambas, claiming forty arpens of land. See book No. 6, page 519.

The board are unanimously of opinion that this claim is confirmed by the first section of the act of Congress of 1812. See book No. 7, page 67.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 249.—FRANÇOIS DUNEGAN, CLAIMING 800 ARPENS.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Francis Dunegan, captain of militia, commandant of the establishment of St. André, has the honor to represent to you that his father-in-law, Mr. John Charet, lived, formerly, on a tract of land of eight hundred arpens in superficies, situated on the river Grande Glaise, about four or five miles lower down than the Little rock, by virtue of a title of concession which was granted to him by lieutenant governor Cruzat. The incursions of the Indians having obliged him to abandon the said land, he settled himself in this town, and from hence at the village of St. Ferdinand, where he died, having the intention to go and end his days on said land, for which, in truth, there can be found no titles; but as it is publicly known that the above named had lived on said place, by virtue of the said title, I expect of your justice that you will please condescend to grant to him (the said petitioner) in full property, the same tract of land of eight hundred arpens in superficies, such as it is here above designated, and in such manner as to have the river *Grande Glaise* comprised in the said tract. You will please to observe that although he is an ancient inhabitant of this country, and has rendered some feeble services to the government, in establishing the village of St. Ferdinand, and in defending it from the nations of Indians, he has never obtained any concession of consequence from the former lieutenant governors, although it was perfectly known by the lieutenant governors, your predecessors, that, in many cases, he was obliged to make pecuniary sacrifices; that he is the father of the orphans in the little post, of which it has pleased the government to confide the command to him; and it is well known, by all honest men, that he has raised several orphans, and that at this very moment he is the victim of a guardianship injurious to his interest.

After having laid before you this faithful statement of his situation, the petitioner, confiding in your justice, has cause to hope that you will grant the favor which he solicits.

FRANÇOIS DUNEGAN.

ST. LOUIS, *December* 17, 1802.

ST. LOUIS OF ILLINOIS, *December* 17, 1802.

Considering that the petitioner is one of the most ancient inhabitants of this country; that his known conduct and personal merit are recommendable; and being satisfied to evidence as to the truth of what he states in his petition, I do grant to him and his heirs the land which he solicits, in case it shall not be prejudicial to anybody; and the surveyor, Don Antonio Soulard, shall put the interested in possession of the quantity of land he asks in the place indicated, and when this is executed, he shall draw a plat of his survey, delivering the same to the party with his certificate, in order to serve to him to obtain the concession and title in form, from the intendant general, to whom alone corresponds, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Francis Dunegan has the honor to represent to you, that, in consequence of the steps he has taken relative to the tract of land mentioned in his petition, he would fear that, by persevering in his pretensions, he would be led into difficulties, which, not being in his character, he would prefer you would please to permit him to take the same quantity of land, mentioned in his petition, for which you were pleased to grant to him the concession, by your decree, dated 17th December of last year, in any other vacant place of the domain, at his choice, without being prejudicial to the interests of any one whomsoever.

FRANÇOIS DUNEGAN.

ST. LOUIS, 7th *January*, 1803.

ST. LOUIS OF ILLINOIS, *January* 8, 1803.

The surveyor of this Upper Louisiana, Don Antonio Soulard, shall conform himself to the tenor of the foregoing petition, presented by Mr. Francis Dunegan, and shall survey for him, in a vacant place of the royal domain, on the spot which shall be chosen by the interested, the eight hundred arpens which have been granted to him by my decree of the 17th of December of last year, under the same conditions which are mentioned in said decree.

CARLOS DEHAULT DELASSUS.

Truly translated.

JULIUS DE MUN.

ST. LOUIS, *January* 7, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
249	François Dunegan.	Arps. 800	Concession, 17th December, 1802.	Carlos Dehault Delassus.	James Rankin, deputy surveyor; 28th February, 1806; recorded by Soulard 29th February, 1806; on the Marimec river.

Evidence, with reference to minutes and records.

NOVEMBER 13, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Jacque Clamorgan, assignee of Francis Dunegan, claiming 800 arpens of land situate on the Maramec, district of St. Louis, produces a concession from Charles D. Delassus, lieutenant governor, dated 17th December, 1802, for 800 arpens on Grand Glaize; a petition, and decree of Delassus, lieutenant governor, thereon, authorizing said Dunegan to locate the land claimed on any vacant land, dated 7th January, 1803; a plat of survey of 750 arpens, dated 28th February, and certified 29th February, 1806; a transfer from Dunegan to claimant, dated 1st July, 1805. It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 405.

DECEMBER 19, 1832.

F. R. Conway, Esq., appeared pursuant to adjournment.

François Dunegan, by his legal representative, John Mullanphy, claiming 800 arpens of land, (see book of record C, pages 151, 152, and 153; No. 5, 405,) produces a paper purporting to be an original concession from Carlos Dehault Delassus, dated 17 December, 1802, and 8th January, 1803; also a deed of conveyance.

M. P. Le Duc, being duly sworn, saith that the signature to the decree is in the proper handwriting of the said Carlos Dehault Delassus. See book No. 6, page 89.

NOVEMBER 17, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

François Dunegan, claiming 800 arpens of land. See book No. 6, page 89.

The board are unanimously of opinion that 750 arpens of land ought to be confirmed to the said François Dunegan, or to his legal representatives, according to the survey. See book No. 7, page 67.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 250.—DAVID STRICKLAND, CLAIMING 1,247 ARPENS 62 PERCHES.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
250	David Strickland.	Arps. 1,247 62 per.	Settlement right.	.....	John Stewart, deputy surveyor, 25th February, 1806; received for record by A. Soulard, surveyor general, 28th February, 1806; near Mine à Breton.

Evidence, with reference to minutes and records.

AUGUST 29, 1806.

The board met agreeably to adjournment. Present: The Hon. John B. C. Lucas and Clement B. Penrose, Esq.

David Strickland, claiming, as aforesaid, 1,247 arpens and 62 perches of land situated at the Mine à Breton, district of St. Genevieve, produces a survey of the same, dated the 25th, and certified the 28th February, 1806.

William Bates, being duly sworn, says that the said claimant settled the said land in 1804, raised a crop on the same that year, and has actually inhabited and cultivated it to this day.

The board reject this claim, and remark that no proof is adduced of a permission to settle. See book No. 1, page 506.

OCTOBER 7, 1808.

Board met. Present: The Hon. Clement B. Penrose and Frederick Bates.

David Strickland, claiming 1,247 arpens of land situate at Mine à Breton, district of St. Genevieve.

Joseph Decelle, ancient Syndic of the Mine à Breton settlement, sworn, says that claimant applied to him, witness, for permission to settle on vacant land, in 1803; witness told him he could not give a permission, as he, claimant, had a concession for land in Bois Brulé; that claimant then asked permission for his son John to settle on the land claimed, which he then gave him. On a written permission being produced to witness, appearing to be a permission to David Strickland to settle, dated 5th December, 1803, witness says it is the same paper, but that since that time it has been cut and a part taken off, wherein he had revoked the permission given by him to David Strickland, and given one to his son John Strickland, in consequence of David Strickland having a concession. Laid over for decision. See book No. 3, page 282.

JUNE 15, 1810.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

David Strickland, claiming 1,247 arpens of land. See No. 1, page 506; No. 3, page 282. It is the opinion of the board that this claim ought not to be granted. No. 4, page 384.

DECEMBER 9, 1833.

F. R. Conway, Esq., appeared pursuant to adjournment.

David Strickland, by his legal representative, John Perry, claiming 1,247 arpens and 62 perches of land situate near Mine à Breton, county of Washington. See record book B, page 220; minutes, No. 1, page 506; No. 3, page 382; No. 4, page 384.

STATE OF MISSOURI, *County of Washington:*

Claimant produces a paper, purporting to be a permission to settle, by Joseph Decelle, dated December 5, 1803. Also produces, as a witness, John T. McNeal, aged about 70 years, who, being duly sworn as the law directs, deposeth and saith that he, this witness, came to this country in the year 1797, and that he was well acquainted with the original claimant, David Strickland; that he settled on the land claimed in the fall or winter of 1803; that, in the year 1804, he cleared a field of about eight acres, and actually raised corn thereon that year, and that the said tract of land has been actually inhabited and cultivated, either by the said Strickland, or those claiming under him, ever since. And this witness further says that he was acquainted with Joseph Decelle; that he has seen him write; that said Decelle was the acting commandant, or police officer at Mine à Breton, in the year 1803, and that the name and signature to the permission from him to the said Strickland to settle, dated the 5th December, 1803, is the proper name and signature, and in the proper handwriting of the said Decelle; that, at the time of the settlement on the land aforesaid, the said Strickland had a wife, and some six or seven children at least.

JOHN T. McNEAL.

Sworn to and subscribed before me, this 8th day of May, 1833.

L. F. LINN, *Commissioner.*

And also came John Stewart, a witness, aged about 64 years, who, being duly sworn as the law directs, deposeth and saith that he surveyed the land in the year 1806 for the claimant, and that, at the time, the place was inhabited and cultivated, and had the appearance of having been settled on for some years; that there were buildings and cleared land on the same; that he knows said Strickland was on the land in 1804, and raised a crop that year; that the said Strickland had a wife, and some six, seven, or eight children; that he made a return of the survey to the proper officer, and the recording fees were paid.

JOHN STEWART.

Sworn before

L. F. LINN, *Commissioner.*

See book No. 6, page 371.

NOVEMBER 18, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

David Strickland, claiming 1,247 arpens 62 perches of land. See book No. 6, page 371.

The board are unanimously of opinion that (there being no concession found on record for land granted to claimant, as alleged by a witness,) 640 acres of land ought to be granted to the said David Strickland, or to his legal representatives. See book No. 7, page 72.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 251.—WILLIAM DUNN, CLAIMING 7,056 ARPENS.

To Don Carlos Dehault Delassus, lieutenant colonel in the armies of his Majesty and lieutenant governor of this Upper Louisiana:

William Dunn, millwright by trade, and formerly an inhabitant of the United States, has the honor to represent that, having been called to this colony by Messrs. Berald Sarpy and A. Rutgers, in order to build for each of them a water-mill, which undertaking he is on the eve of beginning; seeing the tranquillity and happiness enjoyed by the inhabitants of this country, under the Spanish government; he wishes (after the construction of the mills he is engaged to build,) to undertake the building of a grist

and saw-mill on his own particular account. The said undertaking will be advantageous to the country in furnishing a market for the crops of the inhabitants. The petitioner supplicates you, sir, to be pleased to grant to him a concession of a league or square of land in superficies, being 7,056 arpens, to be taken on the domain of his Majesty not yet conceded, as follows: 800 arpens on the river called La Femme Osage, and 6,256 on Cuivre river, those two situations being necessary for the greatest advantage of the establishments he intends to make, he will indicate to the surveyor of this colony, if, as he presumes to hope, you will grant to him the favor he asks.

Your petitioner takes upon himself to assure you that, by his conduct and his zeal for the government, he will always deserve the favor he now solicits.

WILLIAM DUNN.

St. Louis, *June* 15, 1802.

St. Louis of Illinois, *June* 18, 1802.

Whereas it is evident that the petitioner possesses more than the means and number of hands (population) necessary to obtain and improve the lands he solicits, I do grant to him and his heirs the tract of land of 7,056 arpens in superficies, which he solicits in the places indicated in the foregoing memorial, provided it is not prejudicial to any person; and the surveyor of this Upper Louisiana, Don Antoine Soulard, shall put the interested in possession of said quantity of land asked by him, in the places above mentioned; and this being executed, he shall make out a plat of this survey, delivering the same to the party, together with his certificate, in order to serve him to obtain the concession and title, in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting of all classes of lands of the royal domain, for seven thousand and fifty-six arpens.

CARLOS DEHAULT DELASSUS.

Don Antoine Soulard, surveyor general of Upper Louisiana.

I do certify that a tract of land of 800 arpens (it being part of a concession for a league square granted to William Dunn) was measured, the lines run and bounded in favor and in presence of Arend Rutgers, conformably to a deed of sale passed in favor of the said Rutgers by the original owner, William Dunn, under date of the 26th July, 1803, (the said deed of sale being annexed to the memorial and certificate of survey.) The said measurement was made with the perch of the city of Paris, of 18 French feet in length, lineal measure of the said city, according to the mode of measuring land in this province. Said tract of land is situated on the left bank of the river Missouri, at about 30 miles northwest of the St. Louis, and is bounded to the north-northeast by vacant lands of the royal domain; east-southeast by said Missouri; south-southwest by lands of F. Miller; and west-northwest by vacant lands of the royal domain. Said survey and measurement was executed without regard to the variation of the needle, which is 7 deg. 30 minutes east, as evinced by the foregoing figurative plat, on which are noted the dimensions, courses of the lines and other boundaries. This survey was made in consequence of a petition and of the decree of the lieutenant governor and sub-delegate of the royal fisc, Don Carlos Dehault Delassus, under date of 18th June, 1802. In testimony whereof I do give the present (certificate) together with the figurative plat, executed conformably to the survey made by the deputy surveyor, James Mackay, on the 17th November, 1803, to which I certify.

ANTOINE SOULARD, *Surveyor General.*

St. Louis, *December* 22, 1803.

St. Louis, *December* 22, 1803.

Don Antonio Soulard, surveyor general of Upper Louisiana.

I do certify that a tract of land of 6,256 arpens of land in superficies, (it being part of a concession for a league square granted to William Dunn) was measured, the lines run and bounded in favor and in presence of Arend Rutgers, conformably to a deed of sale passed in his favor by the original owner, said William Dunn, under date of the 26th July, 1803, (said deed being annexed to the petition and certificate of survey.) The said measurement was made with the perch of the city of Paris, of 18 French feet in length, lineal measure of the said city, according to the mode of measuring land in this province. This land is situated on the head of Cuivre river, 26 miles from St. Charles, and 46 to the north-northeast of St. Louis, and is bounded to the north-northeast by the said river Cuivre; to the south-southwest by vacant lands of the royal domain; to the west-northwest in part by lands of Mackay Whery, Christoval Clark, and vacant lands; and to the east-southeast by lands of Don Carlos Dehault Delassus and those of James Lewis. This survey was made without regard to the variation of the needle, which is 7 deg. 30 minutes east as evinced in the foregoing figurative plat, on which are noted the dimensions, courses of the lines, other boundaries, &c. This survey was made conformably to a petition and to the decree of the lieutenant governor and sub-delagate of the royal fisc, Don Carlos Dehault Delassus, under date of 18th of June, 1802. In testimony whereof I do give the present, (certificate) together with the foregoing figurative plat, drawn conformably to the survey executed by the deputy surveyor, James Mackay, on the 13th of December, 1803, to which I certify.

ANTOINE SOULARD, *Surveyor General.*

St. Louis, *January* 15, 1804.

Truly translated from the originals.

JULIUS DE MUN, *T. B. C.*

St. Louis, *November* 29, 1834.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
251	William Dunn..	Arps. 7,056	Concession, 18th June, 1802.	Carlos Dehault Delassus.	Eight hundred arpens, by James Mackay, deputy surveyor, 17th November, 1803; certified by Soulard, surveyor general, 22d December, 1803; left bank of Missouri, thirty miles northwest of St. Louis. Six thousand two hundred and fifty-six arpens, by James Mackay, deputy surveyor, 13th December, 1803; certified by Soulard, surveyor general, 15th January, 1804; on Cuivre river, twenty-six miles from St. Charles.

Evidence, with reference to minutes and records.

DECEMBER 9, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Arend Rutgers, assignee of William Dunn, claiming 7,056 arpens of land, situated on rivers Cuivre and Femme Osage, district of St. Charles, produces record of a concession from Delassus, lieutenant governor, dated 18 June, 1802; plat of survey of 800 arpens, on Femme Osage, dated 17 November, 1803, certified 22d December, 1803; record of a plat of survey of 6,256 arpens, on river Cuivre, dated 3 [13] December, 1803, certified 5 [15] January, 1804.

It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 420.

OCTOBER 6, 1832.

The board met pursuant to adjournment. Present: L. F. Linn and F. R. Conway, commissioners.

William Dunn, by his assignee, Arend Rutgers, claiming 7,056 arpens of land, (see record book D, pages 117 and 118; minutes, book No. 5, page 490,) produces a paper purporting to be a concession from Carlos Dehault Delassus to Wm. Dunn, dated 18 June, 1802; also, two plats and certificates of surveys, one for 800 arpens, executed the 17th November, 1803, and certified by Antoine Soulard, surveyor general, on the 22d December, 1803; the other for 6,256 arpens, executed on the 13th of December, 1803, and certified by said Soulard on the 15th January, 1804.

M. P. Le Duc, duly sworn, says that the signature to said concession is the handwriting of Carlos Dehault Delassus, lieutenant governor; that the signatures to the said certificates of surveys are in the handwriting of Antoine Soulard, surveyor general. See book No. 6, page 8.

NOVEMBER 28, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of William Dunn, claiming 7,056 arpens of land, (see book No. 6, page 8,) the following testimony was taken by A. G. Harrison, then commissioner:

Jeremiah Groshon, being duly sworn, says that a man by the name of Dunn worked awhile for Rutgers, on a mill, some time in the year 1804; that said Dunn did not finish said mill, nor was there any mill built on said land, claimed by Rutgers, as above stated; that said Dunn had no family as far as witness knew; that where said Dunn worked was on the waters of Dardenne, for Rutgers; that said mill, as undertaken, or commenced, was on Rutgers' claim, and not on Dunn's; that witness did the hewing for said mill, before Dunn came; that witness knew nothing about the contract between Dunn and Rutgers, in relation to said mill.

William Craig, being duly sworn, says that on what is commonly called Dunn's claim, there was no mill built, or attempted to be built; that on Rutgers' claim on the Dardenne, one Dunn did commence building a mill for Rutgers, but did not finish it, but that it was afterwards finished by some one else; that Dunn's claim was on Cuivre, on which there was no improvement made by Dunn or by Rutgers. See book No. 8, page 74.

DECEMBER 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

William Dunn, claiming 7,056 arpens of land. See book No. 6, page 8.

The board are unanimously of opinion that this claim ought to be confirmed to the said William Dunn, or to his legal representatives, according to the concession. See book No, 7, page 75.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 252.—Roger Cagle, claiming 560 arpens.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
252	Roger Cagle...	Arps. 650	Settlement right.	.....	Sandy creek, Jefferson county.

Evidence, with reference to minutes and records.

October 13, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield, and J. H. Relfe, commissioners.

Robert Cagle, by his legal representatives, claiming 650 arpens of land situate on Sandy creek, county of Jefferson. See record book E, page 323; Bates' Decisions, page 91.

William Harrington, duly sworn, says that he is about forty-six years of age; that he has lived in this country for thirty-six years; that he was well acquainted with the said Roger Cagle, and knows the tract claimed; that, in the fall of 1803, he went on said Cagle's place for the purpose to get him to help deponent's father to gather his corn; that, at that time, said Cagle was working on his place, making clapboards to cover, as witness supposes, a small cabin he had put up; that said Cagle had then his family living at a neighbor's close by, until he could get a house for them to live in. Witness further says that, in the spring of 1804, he went to said place to have some blacksmith work done by said Cagle, who was a blacksmith by trade; that said Cagle had then a double cabin for a dwelling-house, and also a shop; that claimant had then a field of about five or six acres, and witness went to plough for Cagle while he did witness' blacksmith work at the shop. Deponent further states that he was frequently on said place through the summer, and that claimant raised a crop of corn in said year 1804; that claimant had a wife, and, he believes, eight or ten children; that said Cagle lived there two years, until he sold, as witness heard, to William Johnson, and that the place has been under cultivation ever since. See book No. 7, page 34.

December 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, and J. S. Mayfield, commissioners.

Roger Cagle, claiming 650 arpens of land. See book No. 7, page 34.

The board are unanimously of opinion that 650 arpens of land ought to be granted to the said Roger Cagle, or to his legal representatives. See book No. 7, page 75.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 253.—Carlos de Vilemont, claiming two leagues in front by one league in depth.

To the governor general:

Don Carlos de Vilemont, captain of the regiment of infantry of Louisiana, civil and military commandant of the post of Arkansas and its districts, with the respect due to your lordship, represents that, wishing to establish a plantation and a stock farm, in order to furnish to the consumption of this post, in which there is such a scarcity of horned cattle that, for many months in the year, the said post is without meat, although this is an indispensable article of life; he supplicates your lordship to condescend to grant him two leagues of land in front by one league in depth, having parallel limits, at the place called the island of Chicot, at the distance of twenty-five leagues below the mouth of the river Arkansas, the cypress swamp, at the island of Chicot, serving as the upper limit. He hopes to receive this favor from your lordship's benevolence.

CARLOS DE VILEMONT.

Fort San Esteban de Arkansas, *May* 10, 1795.

New Orleans, *June* 17, 1795.

The surveyor general of this province, or a deputy appointed by him, shall put the party in possession of the two leagues of land in front, by one league in depth, which he solicits, at the place indicated in the foregoing memorial, provided they are vacant, and do not cause any prejudice, under the express condition to make the road and a regular clearing in the peremptory term of one year, and this concession to be null if, at the expiration of the precise term of three years, the land should not be established, and during said term it shall not be alienable; under which conditions (*las diligencias de apec*) the plat and certificate of survey shall be made out and remitted to me, in order to provide the interested with the corresponding title in form.

EL BARON DE CARONDELET.

Truly translated from the original.

JULIUS DE MUN, *T. B. C.*

St. Louis, *December* 1, 1834.

To the honorable commissioners appointed in conformity with the act of Congress approved July 9, 1832, entitled, An act for the final adjustment of private land claims in Missouri:

GENTLEMEN: The petition of the undersigned inhabitants of a tract of country situate on and contiguous to Point Chicot, and which tract is claimed by the heirs and representatives of Carlos de Vilemont, deceased, represent unto your honors, that the undersigned, feeling it a matter of deep concern to themselves, as well as a case in which the character of our common country may be materially implicated, conceive it, therefore, of the first importance to a correct appreciation of the merits of the said claim, that all the circumstances connected with the origin and pretensions of it be fully and clearly understood before any decision be had thereon.

Your petitioners, therefore, further represent to your honors, that, as they are informed and believe, this claim of the Vilemonts is founded only in an occasional arrangement made by one of the officers of the then Spanish authorities in this country with Don Carlos de Vilemont, *conditioned* and *depending* for its completion upon the performance of certain acts on the part of De Vilemont, and that, of course, the failure on his part to perform all the stipulations devolving on him would render the contract void, and of no avail: Now, if the conditions of the said contract, or *promised* concession of land, were such as they have been stated to your petitioners, they know full well that no part of them, nor any part of any one of said conditions, were fulfilled within the time said to have been limited for that purpose. On this ground, principally, your petitioners believe it is that all the attempts which had been made to bring the said claim before Congress, previous to the passage of the act under whose authority your honors are appointed, have uniformly been resisted by the government. Encouraged by the steady and wise policy of the general government, as manifested in its continued repugnance to the confirmation of claims to large tracts of lands to individuals, (claims derived or pretended to be derived from preceding authorities,) in all cases where the titles to the same have not been clear and unquestionable, and still more incited by the several generous acts of Congress, granting pre-emption to actual settlers on the public lands, your petitioners, or at least several of them, have gone on for many years, making extensive and permanent improvements on the tract of land claimed as above mentioned. Some of those improvements are large cotton plantations, now of great value to the individual occupant, and of considerable utility in the public weal. Besides several sections of the lands so claimed have been *sold* and *patented* by the general government, and a new and flourishing village is rapidly rising thereon.

Your petitioners further represent to your honors another fact, (perhaps unknown to you) in proof that the government has not recognized this claim, viz: these lands were surveyed as other public lands, under the authority of the general government, in the year 1823, and the lines run to the cardinal points; no attention whatever being then paid to those claimants, as there are no marks or boundaries to designate the lands claimed by them, nor is there any plat or notes of any survey of such claim on record in the proper office, or anywhere else that is known.

Your petitioners further state to your honors, that many of them have, for upwards of twenty years, held peaceable possession of the lands so claimed, and which they still occupy and cultivate; nineteen years of which time they have considered their possession thereof has been under the sanction of the general government, as proclaimed in the primary pre-emption law.

In conclusion, your petitioners beg leave further to state that they have full confidence in the high character of your honors, and in the dignified impartiality which a due consideration of the great responsibility of your station must inspire, that you will not, without the fullest conviction of the inflexible justice of the case, take from a whole county its court-house, its jail, and public offices, and from a great many industrious and useful citizens, their homes, their independence, their all, acquired after years of toil and privations, and give them to foreigners and speculators, (for it should be known that the most of the said *claim* of the De Vilemont family could not be materially benefited by its confirmation,) who are influenced by no motives but their cupidity, and who have done no service to this country to merit such indiscriminate munificence from our government. All which is most respectfully submitted, and your petitioners, &c., &c.

Sarah Boone.	James Estill.	John White.
J. C. Jones.	John P. Bowrie.	Presley H. White.
W. B. Duncan.	H. S. Smith.	S. R. Gilmore.
Isaac Adair.	W. Hart.	W. Pratt.
Francis Bromgard.	Jacob O. Bannon.	Josiah Hoskins.
Thomas J. Young.	B. L. Miles.	James A. Blackwell.
Richardson Peter.	John T. White.	Reuben Smith.
Joseph H. Rinson.	George McClanegen.	J. Van Mater.
George G. Lam.	John Hacker.	H. F. Walworth.
John Casebolt.	E. Destinez.	W. A. Hardy.
John Shilby.	James B. Collinsworth.	Henry Latting.
D. L. F. Raysdon.	Stephen Garter.	John Fulton.
A. H. Davies.	Samuel Estill.	Elijah Boston.
H. Triplett.	W. Hunt.	S. B. Tharp.
James McKinney.	John Smith.	Samuel Parker.
Stephen Ellison.	Hugh White, sr., his × mark.	George Jones.
James Blaine.	Hugh E. White, jr.	

ST. LOUIS, *December* 6, 1834.

The above memorial is truly copied from the original filed before the commissioners.

JULIUS DE MUN, *C. & T. B. C.*

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
253	Carlos de Vilemont	Arps. Two leagues in front by one league in depth.	Concession, 17th June, 1795.	The baron de Carondelet.	Point Chicot, twenty-five leagues below the mouth of Arkansas river, on the Mississippi.

Evidence, with reference to minutes and records.

ST. LOUIS, *October* 4, 1813.

Carlos de Vilemont, claiming two leagues of land in front by one league in depth, situate at fifteen miles (twenty-five leagues) below the mouth of Arkansas, on the Mississippi, at a place called island of Chicot, produces concession from Baron de Carondelet, dated 17th June, 1795.

Joseph Bougy, duly sworn, says, that in 1795, claimant proposed to witness to settle on this tract, promising to give him the choice of situations on it, a tract for his own use; witness declined on account of the supposed danger from the Indians. Indeed the neighboring Indians were at that time so hostile as to render it unsafe. They often committed outrages even in the village. Claimant was known as a Spanish officer and commandant of the post of Arkansas, from the year 1794 till 1802. The danger from the Indians continued until the year 1803.

Francis de Vaugine, duly sworn, says that the Indians continued so unfriendly, or rather hostile, as to make it altogether unsafe to settle at the isle of Chicot, till the year 1803. See Bates' Minutes, page 58.

NOVEMBER 1, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

Carlos de Vilemont, claiming two leagues of land in front by one league in depth, situate at Point Chicot, (see record book F, page 1; Bates' Minutes, page 58; Bates' Decisions, page 24,) produces a paper purporting to be an original concession from the baron de Carondelet, governor general of Louisiana, dated 17th June, 1795.

M. P. Le Duc, duly sworn, says, that the signature to the concession is in the true handwriting of the said baron de Carondelet. See book No. 7, page 62.

DECEMBER 2, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

In the case of Carlos de Vilemont, claiming two leagues in front by one league in depth. See book No. 7, page 62.

Pierre Chouteau, senior, being duly sworn, says, that the signature to the concession is in the true handwriting of the baron de Carondelet; that he, Chouteau, first became acquainted with said De Vilemont in the year 1776, or 1777; that he knows that said De Vilemont was captain in the Spanish service; that, in 1802, witness, going down to New Orleans in a boat, stopped at the mouth of Arkansas river, having some business to transact with Joseph Bougy, senior, who lived at the post of Arkansas; that said Bougy told witness that De Vilemont (who was Bougy's son-in-law) had made a settlement at Point Chicot; that witness, on his return in the summer of 1803, stopped at Point Chicot, expecting to meet with De Vilemont, but De Vilemont had gone down to New Orleans; that his agent, living at Point Chicot, gave witness vegetables of all kinds, poultry, &c.; that the improvements witness saw consisted of log houses and gardens; he did not see any fields, they might have been further in the interior; the houses, as well as he can recollect, had the appearance of having been built two or three years before. Witness further says, that he was well acquainted with Joseph Bougy, senior, who testified in this case, before recorder Bates; that said Bougy, senior, was a man of good character, known by everybody for a man of veracity, and who could be relied upon. Witness further says that the De Vilemont family resided on said place, but does not know how long. See book No. 7, page 76.

DECEMBER 3, 1831.

The board met pursuant to adjournment. Present: F. R. Conway, J. S. Mayfield and J. H. Relfe, commissioners.

Carlos de Vilemont, claiming two leagues of land in front by one league in depth. See book No. 7, page 62.

The board are unanimously of opinion that this claim ought to be confirmed to the said Carlos de Vilemont, or to his legal representatives, according to the concession, reference being had to the opinion of the Hon. Joseph L. Smith, judge of the superior court for the district of East Florida, as afterwards sustained by the decision of the Supreme Court of the United States, in the case of Arredondo and others against the United States. See book No. 7, page 77.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 254.—Silvestre Labbadie, claiming 100 arpens.

To Don Carlos Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Silvestre Labbadie, a native of this place, has the honor to represent to you, that, wishing to form a permanent establishment, free of the misfortunes to which one is exposed on account of the precarious state of commerce in this country; preferring, to the advantages of fortune, the sweet and unalterable tranquillity found in agriculture, he is determined to employ all his means in pursuit of it, and hopes that the government will assist him in his views, and that, with the same protection which it has never ceased to bestow to all its subjects, it will condescend to grant to him on the south bank of the Missouri, at the place commonly called the bottom of Isle au Bœuf, a concession of 100 arpens in depth, by the width comprised between the first hills to the east, (ascending the river,) and the hills which terminate the said bottom of Isle au Bœuf to the west, bounded north by the channel of the above named Isle au Bœuf. The petitioner, full of confidence in the generosity of this government, flatters himself that it will be favorable to the establishment which he solicits, favor which he expects of your justice.

SILVESTRE LABBADIE.

St. Louis, *December* 19, 1800.

St. Louis of Illinois, *December* 19, 1800.

Considering that the petitioner is a native of this county, and that his family is one among the most ancient inhabitants of this country, whose known conduct and personal merits are recommendable; being satisfied to evidence as to the truth of what he states in his petition; being assured that the petitioner has more than the means necessary to improve the land he solicits, I do grant to him and his heirs the land which he solicits, provided it is not to the prejudice of anybody; and the surveyor, Don Antoine Soulard, shall put the party interested in possession of the quantity of land he asks, in the place designated; . . . . (omission in the record,) the same to said party with his certificate, in order to serve to him to obtain the concession and title in form from the intendant general, to whom alone belongs, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Recorded at the request of the interested, in No. 12, book No. 1, of the title of concessions, pages 19 and 20.

SOULARD.

Truly translated from book D, page 100.

JULIUS DE MUN.

St. Louis, *August* 8, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
254	Silvestre Labbadie.	Arps. Not ascertained.	Concession, 19th December, 1800.	Carlos Dehault Delassus.	Special location, on the Missouri, opposite Isle aux Bœufs

Evidence, with reference to minutes and records.

November 25, 1811.

Board met. Present: John B. C. Lucas, Clement B. Penrose, and Frederick Bates, commissioners.

Silvestre Labbadie, claiming 100 arpens of land, by such quantity as may be found opposite from the upper to the lower end of the island Bœuf, in the Missouri, district of St. Louis, produces record of a concession, from Delassus, L. G., dated 19th December, 1800. It is the opinion of the board that this claim ought not to be confirmed. See book No. 5, page 449.

July 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Silvestre Labbadie claims a special location. See record book A, page 524; book D, page 100; minutes, No. 5, page 449; No. 6, page 224.

December 2, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

In the case of Silvestre Labbadie, claiming a special location. See book No. 6, page 224.

Peter Chouteau, sr., being duly sworn, says, that the distance from the hills which come to the water's edge, at the foot of the Isle aux Bœufs, to the hills (coming also to the water's edge) at the head of said island, is from 90 to 100 arpens. See book No. 7, page 77.

December 4, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe, J. S. Mayfield, commissioners.

Silvestre Labbadie, claiming a special location. See book No. 6, page 224.

The board are unanimously of opinion that this claim ought to be confirmed to the said Silvestre Labbadie, or to his legal representatives, according to the concession. See book No. 7, page 79.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

No. 255.—Baptiste Duchouquet, claiming 3,840 acres.

To Don Charles Dehault Delassus, lieutenant colonel attached to the stationary regiment of Louisiana, and lieutenant governor of the upper part of the same province:

Baptiste Duchouquet, father of a family born under the domination of his Majesty, and being a member of one of the most ancient families of the country, has the honor to supplicate you to take into consideration that he and his family never having solicited the favors of the government in order to get extensive concessions, he believes that you will be pleased to assist him in his views of establishing a stock farm for the purpose of raising all kind of cattle, cultivating the soil, and cutting timber for firewood, which will become very scarce in this town before ten years; therefore, he has the honor to supplicate you to have the goodness to grant to him four thousand arpens of land in superficies, to be taken on the left side of the Missouri, opposite the mouth of the Osage river, and moreover, all the vacant space contained between the concessions which you have been pleased to grant to Messrs. Etienne St. Pierre and Silvestre Labbadie, on the right side of said Missouri, and the river called à Berger, at the distance of about 66 miles from its mouth. The petitioner hopes that you will condescend to consider that the lands he asks for cannot be of any value but in very remote times, which renders his demand of less consequence than it might appear at first sight, especially as the distance of those lands from any settled points will leave his improvements exposed to the incursions of the Indians, and to many other inconveniences; for these reasons he solicits of your goodness to be authorized to delay the survey until some neighboring grantees shall oblige him to make his lines known.

The uncertainty of all commercial resources and of the Indian trade, which visibly decrease every year, as well as the means of subsistence procured by the hunts, which occupied the inhabitants in the Missouri every fall, are reasons which have determined him to direct his views towards less precarious resources, that may enable him to secure to his family an independent existence. The verbal promise he had received of your predecessor, Don Zenon Trudeau, of the concession for the said tracts of land above mentioned, is a motive which, added to the proofs daily given by you of your desire to favor industry and agriculture, induces him to hope that you will be pleased to do justice to his demand in a way favorable to his projects.

his
BAPTISTE + DUCHOUQUET.
mark.

St. Louis, *December* 30, 1800.

St. Louis of Illinois, *December* 30, 1800.

Having examined the foregoing statement, and considering the just reasons of the petitioner, as also the length of time that his family has been settled in this country, and his known integrity; considering, besides, the promise made to him by my predecessor, and that he possesses all the means and conveniences necessary to improve the lands he solicits, I do grant them to him, under the same boundaries he asks, in fee simple, for him or any other who may represent his right, dispensing him of the survey on account of the existing great distance, until some concessions being granted in the vicinity, will oblige him to show his lines; and the surveyor of this Upper Louisiana, Don Antoine Soulard, shall take cognizance of this title for his intelligence and government in what concerns him; after which the party interested shall have to solicit the title in form from the intendant general of these provinces of Louisiana, to whom alone corresponds, by royal order, the distributing and granting all classes of lands of the royal domain.

CARLOS DEHAULT DELASSUS.

Registered at the request of those interested in book No. 2, folio 29, 30, and 31.

SOULARD.

Truly translated.

JULIUS DE MUN.

St. Louis, *August* 6, 1833.

Number.	Name of original claimant.	Quantity.	Nature and date of claim.	By whom granted.	By whom surveyed, date, and situation.
255	Baptiste Duchouquet.	Arps. 3,840	Concession, 30th December, 1800.	Carlos Dehault Delassus.	On the left side of the Missouri, opposite the mouth of Osage river; 4,000 arpents; and on the right side of said Missouri, a special location.

Evidence, with reference to minutes and records.

NOVEMBER 13, 1811.

Board met pursuant to adjournment. Present: John B. C. Lucas, Clement B. Penrose and Frederick Bates, commissioners.

Baptiste Duchouquet, claiming 4,000 arpens of land situate opposite the mouth of Osage river, district of St. Charles, produces a concession from Charles D. Delassus, lieutenant governor, dated 30th December, 1800.

It is the opinion of the board that this claim ought not to be confirmed. See minutes, book No. 5, page 404.

JULY 8, 1833.

L. F. Linn, Esq., appeared pursuant to adjournment.

Baptiste Duchouquet, by his legal representatives, claiming, under a special location, a tract of land situated between the lands granted to Etienne St. Pierre and Silvestre Labbadie, on the waters of Berger river, on the right bank of the Missouri, (see book B, page 511; minutes, No. 5, page 404,) produces a paper, purporting to be an original concession, from Carlos Dehault Delassus, dated 30th December, 1800.

M. P. Le Duc, duly sworn, says that the signature to said concession is in the proper handwriting of the said Carlos Dehault Delassus. See minutes, book No. 6, page 220.

NOVEMBER 19, 1834.

F. R. Conway, Esq., appeared pursuant to adjournment.

In the case of Baptiste Duchouquet, claiming under a special location, &c., (see book No. 6, page 220,) M. P. Le Duc, duly sworn, says that by referring to the plat, in the surveyor's office, the quantity of land claimed in this case is 3,840 acres, the tract being two miles in front on the right bank of the Missouri, by three miles in depth. See book No. 7, page 72.

DECEMBER 4, 1834.

The board met pursuant to adjournment. Present: F. R. Conway, J. H. Relfe and J. S. Mayfield, commissioners.

Baptiste Duchouquet, claiming a special location; see book No. 6, page 220.

The board remark that the 4,000 arpens (on the left bank of the Missouri) asked for in the petition have been confirmed by recorder Bates' Decisions, page 59.

The board are unanimously of opinion that the remainder of this claim (lying on the right bank of the Missouri) ought to be confirmed to the said Baptiste Duchouquet, or to his legal representatives, according to the concession; see book No. 7, page 78.

JAMES S. MAYFIELD.
JAMES H. RELFE.
F. R. CONWAY.

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